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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 TESSA KOENIG, NILA CABISTAN,
12 JENNIE HOLGUIN, SHARON
13 MURPHY, SAMANTHA REX, ANA
14 SANDEZ, ZENA PAVIA, AMIRAH
HUSBANDS, and PEARL AMAECHI
individually and on behalf of all others
similarly situated,

15 Plaintiffs,

16 v.

17 LIME CRIME, INC., a New York
18 corporation,

19 Defendant.
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Case No. 2:16-cv-00503-PSG (JEMx)

STIPULATION OF SETTLEMENT

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EXHIBIT LIST

- Exhibit A:** [Proposed] Final Approval Order
- Exhibit B:** [Proposed] Final Judgment
- Exhibit C:** Claim Form
- Exhibit D:** [Proposed] Preliminary Approval Order
- Exhibit E:** Long Form Notice
- Exhibit F:** Settlement Administration Protocol
- Exhibit G:** Summary Notice
- Exhibit H:** Declaration of the Settlement Administrator

1 This Settlement Agreement and Release (“Agreement”) is made and entered into
2 on --, 2017, by and among (1) Settlement Class Representatives,¹ for themselves and
3 on behalf of the Settlement Class, and (2) Lime Crime, Inc. (“Lime Crime”) and is
4 subject to preliminary and final Court approval as required by Rule 23 of the Federal
5 Rules of Civil Procedure. Settlement Class Representatives and Lime Crime enter into
6 this agreement by and through their respective counsel. As provided herein, Lime
7 Crime and Settlement Class Representatives hereby stipulate and agree that, in
8 consideration of the promises and covenants set forth in this Agreement and upon entry
9 by the Court of a final order and judgment, all claims of the Settlement Class
10 Representatives and the Settlement Class against Lime Crime and Released Parties in
11 the Action, shall be settled, compromised, and released upon the terms and conditions
12 contained herein.

13 **I. RECITALS**

14 A. Lime Crime is an online cosmetics retail company. As Lime Crime was a
15 small business, it claims to have hired reputable and competent outside experts to assist
16 it with its ecommerce, webhosting, payments, and data security needs.

17 B. In February of 2015, Lime Crime announced that it discovered an
18 unauthorized installation of malicious software on the third party computer server
19 hosting Lime Crime’s website which stored certain personally identifiable
20 information (“PII”) of its customers (the “Incident”).

21 C. The PII potentially at issue may have included the name, address, website
22 username and password, payment card account number, card expiration date, and
23 payment card security code. There were no persistent unique identifiers or PIN
24 numbers exposed.

25 D. Lime Crime claims to have hired multiple outside third party experts to
26 perform security scans on its website, and no expert found any malware. When the
27

28 ¹ Unless otherwise defined, all capitalized terms used herein shall have the same meaning and effect as defined in Section II of this Stipulation of Settlement, entitled “Definitions.”

1 problems persisted despite the experts' assessments, Lime Crime claims to have again
2 hired another set of experts, and the new expert spent nearly a week before
3 discovering the malware.

4 E. Lime Crime notified potentially affected customers of the Incident, the
5 notification of which was made in writing (hereinafter the "Incident Notices"), after
6 February 2015 (the time during which Lime Crime sent the Incident Notices is
7 hereinafter referred to as the "Incident Notification Period"). Only approximately
8 2,500, or 3%, of those individuals that were offered credit monitoring actually signed
9 up for Lime Crime's complimentary offer for one year of Experian's ProtectMyId.
10 After announcement of the Incident, the Action was filed against Lime Crime in the
11 United States District Court for the Central District of California. The Action alleged,
12 *inter alia*, that Lime Crime maintained inadequate data security practices and delayed
13 in notifying users of the Incident.

14 F. In response, Lime Crime contends that no consumer could be legally
15 liable for any resulting losses arising from the Incident, and there was no future threat
16 of identity theft, with the payment card companies issuing new card numbers.

17 G. The Parties participated in mediation before the Honorable David
18 Brickner (Ret.) of JAMS and conducted extensive negotiations directly among
19 counsel.

20 H. Plaintiffs conducted informal discovery concerning the size and
21 membership of the Settlement Class, as well as the nature and scope of the Incident,
22 and the nature and scope of Lime Crime's response to the Incident. According to Lime
23 Crime, it sent approximately 104,500 Incident Notices to potentially affected
24 customers.

25 I. The Parties now agree to settle the Action in its entirety, without any
26 admission of liability, or certifiability of the Settlement Class, with respect to all
27 Released Claims of the Settlement Class. The Parties intend this Agreement to bind
28

1 Settlement Class Representatives, Lime Crime, and all Settlement Class Members who
2 do not timely and properly exclude themselves from the Settlement Class.

3 NOW, THEREFORE, in light of the foregoing, for good and valuable
4 consideration, the receipt of which is hereby mutually acknowledged, it is hereby
5 stipulated and agreed by the Parties that the Action be settled, compromised, and
6 dismissed on the merits and with prejudice as to Lime Crime, subject to Court approval
7 as required by Federal Rule of Civil Procedure 23, on the following terms and
8 conditions:

9 **II. DEFINITIONS**

10 The following defined terms apply throughout this Agreement:

11 1. “Action” means the civil action entitled *Koenig, et al. v. Lime Crime, Inc.*,
12 Case No. 2:16-CV-00503-PSG (C.D. Cal.).

13 2. “Claims Deadline” means 90 days after the Notice Deadline.

14 3. “Claim Form” or “Claim” means the form Unreimbursed Claimants and
15 Lost Time Claimants must submit to be eligible for relief under the terms of the
16 Settlement, the proposed form of which is attached hereto as Exhibit C.

17 4. “Class Counsel” means William B. Federman and Joshua D. Wells of
18 Federman & Sherwood, who have authority to act on behalf of Plaintiffs’ Counsel.

19 5. “Court” means the United States District Court for the Central District
20 of California.

21 6. “Defense Counsel” means Ronald I. Raether, Jr., Mark C. Mao, and
22 Sheila M. Pham of Troutman Sanders LLP.

23 7. “Effective Date” means first business day after which all of the
24 following events have occurred: (a) the Parties, Class Counsel, Plaintiffs’ Counsel,
25 and Defense Counsel have executed this Agreement; (b) the Court has entered the
26 Final Approval Order without material change to the Parties’ agreed-upon proposed
27 Final Approval Order attached as Exhibit A; and (c) the time for seeking rehearing,
28 appellate, or other review of the Final Approval Order has expired, or (i) the Settlement

1 is affirmed on appeal or review without material change, (ii) no other appeal or petition
2 for rehearing or review is pending, and (iii) the time period during which further
3 petition for hearing, review, appeal, or certiorari could be taken has finally expired.
4 The Effective Date shall not be altered in the event the Court declines to approve, in
5 whole or in part, the Service Awards or the payment of attorneys' fees, costs, and
6 expenses in the amounts that Class Counsel requests. Further, the Effective Date shall
7 not be altered in the event that an appeal is filed with the sole issue on appeal being the
8 Fee Request awarded to Class Counsel or the Service Awards.

9 8. "Fairness Hearing" means the hearing that is to take place after the entry
10 of the Preliminary Approval Order and after the Notice Date for purposes of:
11 (a) entering the Final Approval Order and Final Judgment and dismissing the Action
12 with prejudice; (b) determining whether the Settlement should be approved as fair,
13 reasonable, and adequate; (c) ruling upon an application for Service Awards by the
14 Plaintiffs; (d) ruling upon an application by Class Counsel for attorneys' fees, costs,
15 and expenses; and (e) entering any final order awarding attorneys' fees, costs, and
16 expenses and Service Awards. The Parties shall request that the Court schedule the
17 Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C.
18 § 1715(d).

19 9. "Final Approval Order" and "Final Judgment" mean the Court's order
20 and judgment fully and finally approving the Settlement and dismissing the Action with
21 prejudice, substantially in the forms attached hereto as Exhibits A and B.

22 10. "Lime Crime" or "Defendant" means Lime Crime, Inc.

23 11. "Long Form Notice" means the long form notice of settlement,
24 substantially in the form attached hereto as Exhibit E.

25 12. "Lost Time Claimants" means all persons who: (1) were sent an Incident
26 Notice, (2) spent time resolving issues relating to identity theft and/or misuse of
27 payment cards, resulting from the Incident, and (3) can reasonably document their
28 efforts.

1 13. “Notice” means the Long Form Notice and Summary Notice that the
2 Parties will ask the Court to approve in connection with the motion for preliminary
3 approval of the Settlement, substantially in the form attached hereto as Exhibits E and
4 G, respectively.

5 14. “Notice Date” means the first date on which Notice is disseminated.

6 15. “Notice Deadline” means thirty (30) calendar days following the Notice
7 Date.

8 16. “Notice Program” means the notice plan and methods provided for in this
9 Agreement and consists of (1) an e-mailed notice to those Settlement Class Members
10 for whom Lime Crime can ascertain an e-mail address from its records with reasonable
11 effort (“E-Mail Notice”); (2) a direct-mail notice to those Settlement Class Members
12 for whom Lime Crime can ascertain a mailing address from its records with reasonable
13 effort and for whom Lime Crime did not provide an e-mail address (“Mail Notice”);
14 and (3) notice posted on the Settlement Website. The forms of notice shall be
15 substantially in the forms attached as Exhibits E and G to this Agreement and approved
16 by the Court. The Notice Program shall be effected in substantially the manner
17 provided in Section VII.

18 17. “Objection Deadline” means 45 days after the Notice Deadline.

19 18. “Opt-Out Deadline” means 45 days after the Notice Deadline.

20 19. “Parties” means Settlement Class Representatives and Lime Crime,
21 collectively.

22 20. “Plaintiffs” means the plaintiffs named in the Action, Tessa Koenig, Nila
23 Cabistan, Jennie Holguin, Sharon Murphy, Samantha Rex, Ana Sandez, Zenia Pavia,
24 Amirah Husbands, and Pearl Amaechi.

25 21. “Plaintiffs’ Counsel” means Robert S. Green and James Robert Noblin of
26 Green & Noblin, P.C., William B. Federman and Joshua D. Wells of Federman &
27 Sherwood, and Cornelius P. Dukelow of Abington Cole and Ellery.

1 22. “Preliminary Approval Order” means the order preliminarily approving
2 the Settlement and proposed Notice and Notice Program, substantially in the form
3 attached hereto as Exhibit D.

4 23. “Released Claims” means any and all liabilities, rights, claims, actions,
5 causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and
6 remedies, whether known or unknown, existing or potential, suspected or
7 unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result
8 from, arise out of, are based upon, or relate to the Incident that were or could have
9 been alleged in the Action, including, without limitation, any claims, actions, causes
10 of action, demands, damages, penalties, losses, or remedies relating to, based upon,
11 resulting from, or arising out of (1) any alleged theft, exposure or disclosure of
12 Settlement Class Members’ PII; (2) Lime Crime’s maintenance and storage of
13 Settlement Class Members’ PII; (3) Lime Crime’s information security policies and
14 practices; and (4) Lime Crime’s Incident Notice to Settlement Class Members, and
15 its handling of notices during the Incident Notice Period.

16 24. “Released Parties” means Lime Crime and each of its present and former
17 parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and
18 the present and former directors, officers, employees, agents, insurers, shareholders,
19 attorneys, advisors, consultants, representatives, partners, joint venturers,
20 independent contractors, vendors, servicers, predecessors, successors, and assigns of
21 each of them.

22 25. “Releasing Parties” means the Settlement Class Representatives and all
23 Settlement Class Members who do not timely and properly exclude themselves from
24 the Settlement Class, and each of their respective heirs, assigns, beneficiaries, and
25 successors.

26 26. “Service Award” means compensation to Settlement Class
27 Representatives for their efforts in the Action, as set forth in Paragraph 69.
28

1 27. “Settlement Administration Protocol” means an allocation and
2 distribution plan, substantially in the form attached hereto as Exhibit F.

3 28. “Settlement Administrator” means the qualified third party administrator
4 and agent agreed to by the Parties and approved and appointed by the Court in the
5 Preliminary Approval Order to administer the Settlement, including providing the
6 Notice. The Parties agree to recommend that the Court appoint KCC LLC as
7 Settlement Administrator to: (a) design, consult on, and implement the Notice and
8 related requirements of this Agreement; and (b) implement the Notice Program, the
9 Settlement Website, the submission and review of Claim Forms, and related
10 requirements of this Agreement, subject to the Court’s approval. Class Counsel and
11 Lime Crime may, by agreement, substitute a different Settlement Administrator,
12 subject to approval by the Court. In the absence of agreement, either Class Counsel or
13 Lime Crime may move the Court to substitute a different Settlement Administrator,
14 upon a showing that the responsibilities of Settlement Administrator have not been
15 adequately executed by the incumbent.

16 29. “Settlement Administrator Charges” means all actual costs associated
17 with the implementation of the Notice Program, dissemination of the notice, and
18 administration of the Settlement invoiced by the Settlement Administrator with respect
19 to the Action.

20 30. “Settlement Agreement” or “Agreement” means this Settlement
21 Agreement and Release and Exhibits A to H, which the Parties have entered into to
22 resolve the Action and Released Claims.

23 31. “Settlement Class” means all persons and entities who were sent an
24 Incident Notice. Excluded from the Settlement Class is any judge presiding over this
25 matter and any members of their first degree relatives, judicial staff, the officers and
26 directors of Lime Crime, and persons who timely and validly request exclusion from the
27 Settlement Class.

1 32. “Settlement Class Members” means all natural persons or entities who
2 fall within the Settlement Class and who do not exclude themselves from the Settlement
3 Class.

4 33. “Settlement Class Representatives” means Plaintiffs named in the
5 Complaint, as set forth in Paragraph 20 of this Agreement, namely Tessa Koenig, Nila
6 Cabistan, Jennie Holguin, Sharon Murphy, Samantha Rex, Ana Sandez, Zenia Pavia,
7 Amirah Husbands, and Pearl Amaechi.

8 34. “Settlement Fund” means one hundred ten thousand dollars (\$110,000)
9 and coupon to be distributed as set forth in Paragraph 40(a) and 40(b).

10 35. “Settlement Website” means the Internet website that the Settlement
11 Administrator will establish as soon as practicable following Preliminary Approval, but
12 prior to the commencement of the Notice Program, as a means for Settlement Class
13 Members to obtain notice of and information about the Settlement, with the URL
14 address www.lcsettlement.com.

15 36. “Summary Notice” means the summary notice of the proposed class
16 action settlement, substantially in the form attached hereto as Exhibits G.

17 37. “Unreimbursed Claimants” means all persons who: (1) were sent an
18 Incident Notice; (2) who were actually not reimbursed by their bank or credit card
19 company for any fraudulent charges resulting from the Incident, after making
20 reasonably diligent efforts to seek full reimbursement; and (3) who can provide
21 reasonable documentation of such efforts.

22 **III. SETTLEMENT CLASS**

23 38. For settlement purposes only, the Parties agree that the Court should
24 certify the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

25 39. For settlement purposes only, Class Counsel shall seek, and Lime Crime
26 shall not oppose, the appointment of Class Counsel as settlement class counsel, and
27 appointment of the following persons as Settlement Class Representatives: Tessa
28 Koenig, Nila Cabistan, Jennie Holguin, Sharon Murphy, Samantha Rex, Ana Sandez,

1 Zenia Pavia, Amirah Husbands, and Pearl Amaechi. Settlement Class
2 Representatives will move for certification of the Settlement Class contemporaneously
3 with their motion for preliminary approval of the Settlement. Lime Crime agrees not
4 to contest certification of the Settlement Class but reserves the right to contest any
5 motion to certify a class for any purpose other than approval of this Settlement. If the
6 Court certifies any class or enters any orders relating to the Settlement Class
7 Representatives and Class Counsel, such actions shall not be an adjudication of any
8 fact or issue for any purpose other than the effectuation of this Agreement and shall
9 neither be considered as law of the case or *res judicata* nor have collateral estoppel
10 effect in this or any other proceeding. Lime Crime does not consent to certification of
11 the Settlement Class for any purpose other than to effectuate Settlement of the Action.
12 Lime Crime's agreement to conditional certification does not constitute an admission
13 of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the
14 Settlement Class Members. In the event Stipulation of Settlement is terminated
15 pursuant to its terms, disapproved by any court (including any appellate court), and/or
16 not consummated for any reason, or the Effective Date for any reason does not occur,
17 the order certifying the Settlement Class for purposes of effectuating this Stipulation
18 of Settlement, and all preliminary and/or final findings regarding that class certification
19 order, shall be automatically vacated upon notice of the same to the Court, the Action
20 shall proceed as though the Class had never been certified pursuant to this Stipulation
21 of Settlement and such findings had never been made, and the Action shall return to
22 the procedural status quo in accordance with this paragraph. Class Counsel shall not
23 refer to or invoke the vacated findings and/or order relating to class settlement in the
24 event this Stipulation of Settlement is not consummated and the case is later litigated
25 and contested by Lime Crime under Rule 23 of the Federal Rules of Civil Procedure.

26 **IV. SETTLEMENT CONSIDERATION**

27 40. In consideration for the release contained in this Agreement, and as a
28 direct result of the Action, and without admitting liability for any of the alleged acts or

omissions alleged in the Action, and in the interests of minimizing the costs inherent in any litigation, Lime Crime will perform all of the following:

a. Within thirty (30) business days of the Effective Date, Lime Crime will pay the amount of one hundred ten thousand dollars (\$110,000) to create the Settlement Fund on behalf of the Settlement Class, to be distributed to the Settlement Class by the Settlement Administrator. The Settlement Fund will be allocated as follows:

i. A total of one hundred thousand dollars (\$100,000) of the Settlement Fund shall be allotted for claims by the Unreimbursed Claimants who can demonstrate that [a] they suffered an unauthorized charge as a result of the Incident, [b] they made reasonably diligent efforts to have the charge reversed, canceled, or otherwise credited, and [c] the financial institution nonetheless refused to reverse, cancel, or otherwise credit the Unreimbursed Claimant. If the claims made by Unreimbursed Claimants exceed \$100,000, then the amount allocated for claims made by Unreimbursed Claimants of \$100,000 shall be distributed on a pro rata basis among the claims made by Unreimbursed Claimants, not to exceed their claims; and

ii. A total of ten thousand dollars (\$10,000) of the Settlement Fund shall be allotted for claims by the Lost Time Claimants, up to a maximum of three (3) hours per Lost Time Claimant, at the rate twelve dollars (\$12) per hour of documented time. If the total of the claims made by Lost Time Claimants exceed \$10,000, then the amount allocated for claims made by Lost Time Claimants of \$10,000 shall be distributed on a pro rata basis among the claims made by Lost Time Claimants, not to exceed the amount of their claims;

iii. Any remainder of the Settlement Funds that is not claimed by Unreimbursed Claimants shall be distributed to the claims made by Lost Time Claimants, and any remainder of the Settlement Funds that is not claimed by the Lost Time Claimants shall be distributed to the claims made by Unreimbursed Claimants. Then, any remainder of the Settlement Funds that is not claimed by both the

1 Unreimbursed Claimants and Lost Time Claimants shall be distributed to the following
2 Internal Revenue Code §501(c)(3) non-profit organizations, as follows: fifty percent
3 (50%) to Step Up, a non-profit organization based in Los Angeles, California that seeks
4 to work with young women in low income communities to become college-bound and
5 career focused (“Step Up”); and fifty percent (50%) to Women in Security and Privacy,
6 a non-profit organization based in San Francisco, California that aims to promote the
7 development, advancement, and inclusion of women in the information security and
8 privacy fields (“Women in Security and Privacy”).

9 iv. Lime Crime shall not be directly responsible or liable for any
10 taxes owed by any Settlement Class Member, including by any Unreimbursed Claimant
11 or Lost Time Claimant.

12 b. Lime Crime will provide all Settlement Class Members with one
13 coupon, good for ninety (90) days, for a discount of 15% off the Settlement Class
14 Member’s one-time purchase on Lime Crime’s website. Lime Crime shall not be
15 directly responsible or liable for any taxes owed by any Settlement Class Member.

16 c. Within thirty (30) business days of the later of the Effective Date
17 or a final order approving Class Counsel’s request for Plaintiffs’ Service Awards
18 (“Service Award Request”) after the time for seeking rehearing, appellate or other
19 review of the Service Award Request has expired, Lime Crime will pay the Court-
20 approved Service Awards to Class Counsel for the benefit of the Settlement Class
21 Representatives, pursuant to Paragraph 72, conditioned upon receipt of the Settlement
22 Class Representatives’ Social Security Numbers; and

23 d. Within ninety (90) business days after the Effective Date, if it has
24 not already done so, Lime Crime will adopt and implement all of the following data
25 security measures as injunctive relief, with respect to the Settlement Class Members:

26 i. Payment Card Industry Data Security Standard (PCI DSS).
27 Lime Crime shall expedite compliance with PCI DSS, commensurate with an
28 organization of its size and amount of transactions;

1 ii. Chief Information Security Officer. Lime Crime shall
2 designate a Chief Information Security Officer, with responsibility to coordinate and
3 be responsible for the company's program(s) to protect the security of Settlement Class
4 Members' PII;

5 iii. Product and Data Risk Assessments. Lime Crime will
6 perform a single risk assessment that identifies material internal and external risks to
7 the security of the Settlement Class Members' PII for its website at issue in the Incident.
8 The risk assessment may also assess risk to Lime Crime's customers who are not
9 Settlement Class Members and, at a minimum, will consider risks associated with: (i)
10 employee training and management; (ii) software design and testing; and (iii) vendor
11 data management and security practices related to the protection of Settlement Class
12 Members' PII;

13 iv. Safeguard Design Resulting From Risk Assessments.
14 Lime Crime will evaluate and adjust as reasonably necessary its systems on which and
15 by which Settlement Class Members' payment card information is stored in light of: (i)
16 the results of the testing and monitoring required by this Agreement; (ii) any material
17 changes to its operations or business arrangements; or (iii) any other circumstances that
18 it knows or has reason to know may have a material impact on the effectiveness of its
19 security program;

20 v. Privacy Policy Notice. Lime Crime will continue to provide
21 Settlement Class Members with updates regarding its privacy policy as required by law.

22 vi. Vendor Program. Lime Crime will develop and use
23 reasonable steps to select and retain service providers capable of maintaining security
24 practices consistent with the requirements set forth herein for Settlement Class
25 Members' payment card information.

26 vii. Lime Crime shall pay all compliance costs and expenses
27 associated with implementing measures described in Paragraph 40 hereto.
28

viii. The obligations pursuant to Paragraph 40(d) will expire once completed for subsections i, ii, iii, and iv and one year from the Effective Date for the remaining subsections.

V. PRELIMINARY APPROVAL

41. Upon execution of this Agreement by the Parties, Class Counsel shall promptly move the Court for an order granting preliminary approval of this Settlement, substantially in the form of Exhibit D. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (5) stay all proceedings in the Action unrelated to the Settlement pending Final Approval of the Settlement; and (6) schedule a Fairness Hearing for a time and date convenient for the Court, at which time the Court will conduct an inquiry into the Settlement to determine whether it is fair and reasonable and should be finally approved, and determine whether to approve Class Counsel's application for attorneys' fees, costs, and expenses.

42. Within ten (10) calendar days of the filing of the motion for preliminary approval, Lime Crime, at its own expense, shall cause to be served through the Settlement Administrator, a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Class Action Fairness Act ("CAFA"). Following completion of CAFA notice as set forth herein, Lime Crime will file notice with the Court stating it has complied with the requirements of CAFA.

VI. SETTLEMENT ADMINISTRATOR

43. The Settlement Administrator shall administer various aspects of the Settlement as described in Paragraph 44 and perform such other functions as are

1 specified for the Settlement Administrator elsewhere in this Agreement, including, but
2 not limited to, overseeing the claim process; providing E-mail Notice and Mail Notice
3 to Settlement Class Members as described in Section VII; establishing and operating
4 the Settlement Website and a toll-free number; administering the Claims processes; and
5 distributing relief according to the processes and criteria set forth herein and in the
6 Settlement Administration Protocol attached hereto as Exhibit F.

7 44. The duties of the Settlement Administrator, in addition to other
8 responsibilities that are described in this Agreement, include:

9 a. Obtaining from Lime Crime and securely maintaining the names,
10 mailing addresses, and/or e-mail addresses of Settlement Class Members for the
11 purpose of sending E-Mail Notice and Mail Notice, to the extent that such information
12 is reasonably available from Lime Crime's records;

13 b. Obtaining from Lime Crime information necessary to establish a
14 reasonably practical procedure to verify the Unreimbursed Claimants and the Lost
15 Time Claimants;

16 c. Effecting the Notice Program and performing the duties ascribed to
17 the Settlement Administrator in this Agreement;

18 d. Establishing and maintaining a post office box for mailed written
19 notifications of exclusion from the Settlement Class;

20 e. Establishing and maintaining the Settlement Website;

21 f. Establishing and maintaining a toll-free telephone line for
22 Settlement Class Members to call with Settlement-related inquiries, and answering the
23 questions of Settlement Class Members who call with or otherwise communicate such
24 inquiries;

25 g. Responding to any mailed Settlement Class Member inquiries;

26 h. Processing all written notifications of exclusion from the
27 Settlement Class;

1 i. Providing weekly reports and, no later than ten (10) days after the
2 Opt-Out Deadline, a final report to Class Counsel and Lime Crime, that summarize the
3 number of written notifications of exclusion received that week, the total number of
4 written notifications of exclusion received to date, and other pertinent information as
5 requested by Class Counsel and Defense Counsel;

6 j. In advance of the Fairness Hearing, preparing an affidavit to submit
7 to the Court that: (i) attests to implementation of the Notice Program in accordance
8 with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member
9 who timely and properly provided written notification of exclusion from the Settlement
10 Class;

11 k. Reviewing, determining the validity of, and responding to all
12 Claims submitted by Unreimbursed Claimants and Lost Time Claimants, pursuant to
13 criteria set forth in the Settlement Administration Protocol attached hereto as Exhibit
14 F;

15 l. Providing weekly reports and a final report to Class Counsel and
16 Lime Crime that summarize the number of Claims since the prior reporting period, the
17 total number of Claims received to date, the number of any Claims approved and denied
18 since the prior reporting period, the total number of Claims approved and denied to
19 date, and other pertinent information as requested by Class Counsel and Defense
20 Counsel;

21 m. After one (1) year from the Effective Date, should any Settlement
22 Funds remain unclaimed by the Unreimbursed Claimants, the Settlement Administrator
23 shall distribute the remainder to the Lost Time Claimants, and should any of the
24 Settlement Funds remain unclaimed by the Lost Time Claimants, the Settlement
25 Administrator shall distribute the remainder to the Unreimbursed Claimants. Then, if
26 any of the Settlement Funds remain unclaimed by both the Unreimbursed Claimants
27 and Lost Time Claimants, the Settlement Administrator shall distribute the remainder
28 to the following Internal Revenue Code §501(c)(3) non-profit organizations, as follows:

1 fifty percent (50%) of remainder of any of the Settlement Funds to Step Up and fifty
2 percent (50%) of the remainder of any of the Settlement Funds to Women in Security
3 and Privacy.

4 n. Performing other functions reasonably related to administration of
5 this Agreement at the agreed-upon written instruction of both Class Counsel and Lime
6 Crime.

7 45. All costs incurred by the Settlement Administrator required by this
8 Agreement shall be borne by Lime Crime. These payments shall be made separate and
9 apart from the Settlement Fund or any other obligation of Lime Crime under the terms
10 and conditions of this Agreement.

11 **VII. NOTICE, OPT-OUTS, AND OBJECTIONS**

12 46. Upon Preliminary Approval of the Settlement, at the direction of Class
13 Counsel, the Settlement Administrator will implement the Notice Program provided
14 herein, using the forms of Notice approved by the Court in the Preliminary Approval
15 Order.

16 47. Notice of the Settlement to the Settlement Class Members shall comply
17 with Federal Rules of Civil Procedure and any other applicable statute, law, or rule,
18 including but not limited to, the Due Process Clause of the United States Constitution.

19 48. Class Member Information: No later than seven calendar (7) days after
20 entry of the Preliminary Approval Order, Lime Crime shall provide the Settlement
21 Administrator with the name, e-mail address, and mailing address of each Settlement
22 Class Member. Lime Crime will provide the most current information for all
23 Settlement Class Members.

24 49. Settlement Website: Prior to the Notice Date, the Settlement
25 Administrator shall establish the Settlement Website, www.lcsettlement.com, that will
26 inform Settlement Class Members of the terms of this Agreement, their rights, dates
27 and deadlines and related information, through and including periodic updates, a list of
28 important dates, hyperlinked access to this Agreement, the Long Form Notice and

Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of attorneys' fees, costs, and expenses and Service Awards, the Preliminary Approval Order, the Claim Form, the Complaint, and such other documents as Class Counsel and Lime Crime agree to post or that the Court orders posted on the website. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall also make the Claim Form available for download. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days following the Effective Date. The Settlement Administrator will terminate the Settlement Website thirty (30) days after the Effective Date. The Settlement Administrator will then transfer ownership of the URL to Lime Crime.

50. The Long Form Notice: The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit E and shall comport to the following:

a. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class and the Settlement Class Members, how the proposed Settlement would provide relief to Settlement Class Members, the date upon which the Fairness Hearing will occur, the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information, the claims released under the proposed Settlement, and other relevant information.

b. Opt-Out Rights: The Long Form Notice shall inform Settlement Class Members that they have the right to opt out of the Settlement Class. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

c. Objection to Settlement: The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear

1 at the Fairness Hearing. The Class Notice shall provide the deadlines and procedures
2 for exercising these rights.

3 d. Fees, Costs, and Expenses: The Long Form Notice shall inform
4 Settlement Class Members the maximum amounts to be sought by Class Counsel as
5 attorneys' fees, costs, and expenses and individual Service Awards to Settlement Class
6 Representatives, and shall explain the fees, costs, and expenses awarded to Class
7 Counsel, and Service Awards to Settlement Class Representatives, in addition to relief
8 available to Settlement Class Members, Unreimbursed Claimants and Lost Time
9 Claimants.

10 e. Claim Form: The Long Form Notice shall include the Claim Form,
11 both of which shall inform the Settlement Class Member: (i) that the given Settlement
12 Class Member can choose to submit a claim that he or she is an Unreimbursed Claimant
13 and/or a Lost Time Claimant; and (ii) the Claim Form must be submitted to the
14 Settlement Administrator by the Claim Deadline and in the manner specified in the
15 Claim Form.

16 51. Toll Free Telephone Number: Prior to the Notice Date, the Settlement
17 Administrator shall establish a toll-free telephone number, through which Settlement
18 Class Members may obtain information about the Action and the Settlement and
19 request a mailed copy of the Long Form Notice and/or the Claim Form (if an
20 Unreimbursed Claimant and/or a Lost Time Claimant), pursuant to the terms and
21 conditions of this Settlement.

22 52. As set forth in the Declaration of the Settlement Administrator attached
23 hereto as Exhibit H, the Notice Program has three components: (1) E-Mail of the
24 Summary Notice; (2) dissemination of the Summary Notice by U.S. Mail; and (3) Long
25 Form Notice and Summary Notice along with relevant documents and information on
26 the Settlement Website. Within ten (10) calendar days after both the completion of the
27 CAFA Notice pursuant to Paragraph 42 and entry of the Preliminary Approval Order,
28 and to be substantially completed no later than the Notice Deadline, and subject to the

1 requirements of this Agreement and the Preliminary Approval Order, the Parties shall
2 coordinate with the Settlement Administrator to provide Notice pursuant to the Notice
3 Program as follows:

4 a. The Settlement Administrator shall send the Summary Notice via
5 E-mail to all Settlement Class Members for whom Lime Crime can ascertain an e-mail
6 address from its records;

7 b. In the event an e-mail address for a Settlement Class Member
8 cannot be ascertained by Lime Crime or the Settlement Administrator learns (through
9 an email “bounce-back” or otherwise) that the e-mail address in Lime Crime’s records
10 is invalid, the Settlement Administrator shall send the Summary Notice via U.S. Mail
11 Notice to all Settlement Class Members for whom Lime Crime can ascertain a mailing
12 address from its records. For any Mail Notices that are returned undeliverable with
13 forwarding address information, the Settlement Administrator shall re-mail the
14 Summary Notice to the updated address as indicated. For any U.S. Mailed Summary
15 Notices that are returned undeliverable without forwarding address information, the
16 Settlement Administrator shall use reasonable efforts to identify updated mailing
17 addresses (such as running the mailing address through the National Change of Address
18 Database) and re-mail the Summary Notice to the extent updated addresses are
19 identified. The Settlement Administrator need only make one attempt to re-mail any
20 Summary Notices that are returned as undeliverable;

21 c. Publishing, on or before the Notice Date, the Long Form Notice on
22 the Settlement Website, as specified in the Preliminary Approval Order and as set forth
23 in the Declaration of the Settlement Administrator, attached hereto as Exhibit H; and

24 d. Providing the Internet URL address of the Settlement Website
25 (www.lcsettlement.com) in the Long Form Notice and the Summary Notice.

26 53. The Notice shall also include a procedure for Settlement Class Members
27 to object to the Settlement and/or to object to Class Counsel’s applications for attorneys
28 fees, costs, and expenses. For an objection to be considered by the Court, the objection

1 must be: (a) electronically filed by the Objection Deadline; or (b) mailed first-class
2 postage prepaid to the Clerk of Court, Class Counsel, and Lime Crime's Counsel, at
3 the addresses listed in the Notice, and postmarked by no later than the Objection
4 Deadline, as specified in the Notice. For an objection to be considered by the Court,
5 the objection must also set forth:

- 6 a. the name of the Consumer Action;
- 7 b. the objector's full name, address, email address, and telephone number;
- 8 c. an explanation of the basis upon which the objector claims to be a
9 Settlement Class Member;
- 10 d. all grounds for the objection, accompanied by any legal support for the
11 objection;
- 12 e. the identity of all counsel who represent the objector, including any
13 former or current counsel who may be entitled to compensation for any
14 reason related to the objection to the Settlement, the fee application, or
15 the application for Service Awards;
- 16 f. the identity of all counsel representing the objector who will appear at
17 the Final Approval Hearing;
- 18 g. the number of times in which the objector has objected to a class action
19 settlement within the five years preceding the date that the objector files
20 the objection, the caption of each case in which the objector has made
21 such objection, and a copy of any orders related to or ruling upon the
22 objector's prior such objections that were issued by the trial and
23 appellate courts in each listed case;
- 24 h. the number of times in which the objector's counsel and/or counsel's
25 law firm have objected to a class action settlement within the five years
26 preceding the date that the objector files the objection, the caption of
27 each case in which the counsel or the firm has made such objection, and
28 a copy of any orders related to or ruling upon counsel's or the firm's
prior such objections that were issued by the trial and appellate courts in
each listed case;
- i. any and all agreements that relate to the objection or the process of
objecting, whether written or verbal, between objector or objector's
counsel and any other person or entity;

- j. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. the objector's signature on the written objection (an attorney's signature is not sufficient).

Any Settlement Class Member filing an objection may be required to sit for a deposition regarding the matters concerning the objection. Any Settlement Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered.

54. The Parties shall request that the Court allow any interested party to file a reply to any objection, no later than seven (7) days before the Fairness Hearing, or as the Court may otherwise direct.

55. Settlement Class Members may elect to opt out of the Settlement Class, relinquishing their rights to benefits under the Settlement. Settlement Class Members who opt out of the Settlement Class will not release their claims pursuant to this Settlement. Settlement Class Members wishing to opt out of the Settlement Class must send to the Settlement Administrator by U.S. mail (to the address provided in the Class Notice) a letter including (a) their full name (first, middle, last and any suffix); (b) email address and mailing address; (c) a clear statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; (d) the case name and case number; (e) a complete list, including the names of the parties and case numbers, of any class action settlements they have objected to previously; and (f) their signature. Any request for exclusion or opt out must be

1 postmarked on or before the Opt-Out Deadline provided in the Court's Preliminary
2 Approval Order. The date of the postmark on the return-mailing envelope shall be the
3 exclusive means used to determine whether a request for exclusion has been timely
4 submitted. Settlement Class Members who fail to submit a valid and timely request for
5 exclusion on or before the date specified in the Court's Preliminary Approval Order
6 shall be bound by all terms of this Agreement and the Final Approval Order and Final
7 Judgment, regardless of whether they have requested exclusion from the Settlement
8 Class.

9 56. Any Settlement Class Member who submits a timely request for
10 exclusion or opt out may not file an objection to the Settlement and shall be deemed to
11 have waived any rights or benefits under this Settlement.

12 57. Within five (5) days of receipt, the Settlement Administrator shall
13 provide copies of all requests for exclusion, objections, and/or related correspondence
14 from Settlement Class Members to Class Counsel and Defense Counsel. Not later than
15 three (3) business days after the deadline for submission of requests for exclusion or
16 opt out, the Settlement Administrator shall provide to Class Counsel and Defense
17 Counsel a complete opt out list together with copies of the opt out requests.

18 58. The E-Mail and Mail Notice Program shall be completed by the Notice
19 Deadline, excluding any re-mails for Mail Notices and E-Mail Notices that are returned
20 undeliverable.

21 59. The Settlement Administrator shall post the Notice on the Settlement
22 Website in the form agreed to by the Parties and approved by the Court. The Notice
23 shall be posted on the Settlement Website by the Notice Deadline.

24 60. Within seven (7) calendar days after the Notice Deadline, the
25 Settlement Administrator shall provide Class Counsel and Lime Crime with one or
26 more affidavits confirming that the E-mail Notice and Mail Notice Program, and
27 posting of Notice on the Settlement Website were completed in accordance with the
28 Parties' instructions and the Court's approval. Class Counsel shall file such affidavit(s)

1 with the Court as an exhibit to or in conjunction with Settlement Class Representatives'
2 motion for final approval of the Settlement.

3 **VIII. FAIRNESS HEARING, FINAL APPROVAL ORDER, AND**
4 **JUDGMENT**

5 61. Settlement Class Representatives' motion for preliminary approval of the
6 Settlement will include a request to the Court for a scheduled date on which the Fairness
7 Hearing will occur. The Fairness Hearing shall be scheduled no earlier than ninety (90)
8 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C § 1715.
9 By no later than fourteen (14) days prior to the Objection Deadline, Plaintiffs shall file
10 a motion for final approval of the Settlement and a motion for attorneys' fees, costs,
11 and expenses, and for Service Awards. By no later than seven (7) days prior to the
12 Fairness Hearing, the Parties shall file responses, if any, to any objections, and any
13 replies in support of final approval of the Settlement and/or Class Counsel's application
14 for attorneys' fees, costs, and expenses, and for Service Awards. At the Fairness
15 Hearing, the Court will consider Settlement Class Representatives' motion for final
16 approval of the Settlement and Class Counsel's application for attorneys' fees, costs,
17 and expenses and for Service Awards. In the Court's discretion, the Court also may
18 hear argument at the Fairness Hearing from any Settlement Class Members (or their
19 counsel) who objects to the Settlement, and the application for attorneys' fees, costs,
20 and expenses and for Service Awards, provided the objectors filed timely objections
21 that meet all of the requirements set forth in Paragraph 53 and herein.

22 62. At or following the Fairness Hearing, the Court will determine whether
23 to enter the Final Approval Order granting final approval of the Settlement, and
24 whether to approve Class Counsel's request for attorneys' fees, costs, and expenses
25 and the Service Awards. The proposed Final Approval Order that will be filed with
26 the motion for final approval shall be in a form agreed upon by Class Counsel and
27 Lime Crime, attached hereto as Exhibit A. Such proposed Final Approval Order
28 shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable and approve the Settlement;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfied Due Process requirements;
- d. Dismiss the Action with prejudice;
- e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section IX, including during the pendency of any appeal from the Final Approval Order;
- f. Release Lime Crime and the Released Parties from the Released Claims, as set forth in Section IX; and
- g. Reserve the Court's continuing and exclusive jurisdiction over Lime Crime and all Settlement Class Members (including all objectors or their counsel) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. RELEASES

63. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from any and all Released Claims.

64. For the avoidance of doubt, the Released Claims include any existing or potential claims that a Releasing Party under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under California Civil Code §1798.81.5, and any state consumer laws and state data breach notification statutes, in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied

1 covenant of good faith and fair dealing, misrepresentation (whether fraudulent,
2 negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy,
3 public disclosure of private facts, and misappropriation of likeness and identity; any
4 causes of action based on privacy rights provided for under the constitutions of the
5 United States or of any states in the United States; and also including, but not limited
6 to, any and all claims in any state or federal court of the United States, for damages,
7 injunctive relief, restitution, disgorgement, declaratory relief, equitable relief,
8 attorneys' fees, costs, and expenses, pre-judgment interest, credit or financial account
9 monitoring services, identity theft insurance, the creation of a fund for future damages,
10 statutory penalties, restitution, the appointment of a receiver, and any other form of
11 relief. The Released Claims do not include any claims arising from or relating to any
12 conduct by a Releasing Party after the date the Agreement is executed.

13 65. As of the Effective Date, the Released Parties will be deemed to have
14 completely released and forever discharged the Releasing Parties and Class Counsel
15 from and for any and all liabilities, claims, cross-claims, causes of action, rights,
16 actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees,
17 losses, expenses, obligations, or demands, of any kind whatsoever, whether known
18 or unknown, existing or potential, or suspected or unsuspected, whether raised by
19 claim, counterclaim, setoff, or otherwise, including any known or unknown claims,
20 which they have or may claim now or in the future to have, relating to the institution,
21 prosecution, or settlement of the Action.

22 66. The Releasing Parties and the Released Parties expressly acknowledge
23 that they are familiar with principles of law such as Section 1542 of the Civil Code of
24 the State of California, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
26 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
27 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
28 KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED

1 HIS OR HER SETTLEMENT WITH THE DEBTOR.

2 Notwithstanding California or other similar law, the Releasing Parties and the
3 Released Parties hereby expressly agree that the provisions, rights, and benefits of
4 Section 1542 and all similar federal or state laws, rights, rules or legal principles of
5 any other jurisdiction that may be applicable herein are hereby knowingly and
6 voluntarily waived, released, and relinquished to the fullest extent permitted by law
7 solely in connection with unknown claims that are the same as, substantially similar
8 to, or overlap the Released Claims, and the Releasing Parties and the Released Parties
9 hereby agree and acknowledge that this is an essential term of the Release. In
10 connection with the Release, the Releasing Parties and the Released Parties
11 acknowledge that they are aware that they may hereafter discover claims presently
12 unknown and unsuspected or facts in addition to or different from those which they
13 now know or believe to be true with respect to matters released herein, and that such
14 claims, to the extent that they are the same as, substantially similar to, or overlap the
15 Released Claims, are hereby released, relinquished, and discharged.

16 67. Nothing in the Release shall preclude any action to enforce the terms of
17 this Settlement Agreement, including participation in any of the processes detailed
18 herein.

19 68. Upon entry of the Final Judgment, the Settlement Class Members shall
20 be enjoined from prosecuting any claim they have released in the preceding paragraphs
21 in any proceeding against any of the Released Parties or based on any actions taken by
22 any of the Released Parties that are authorized or required by this Agreement or by the
23 Final Judgment. It is further agreed that the Settlement may be pleaded as a complete
24 defense to any proceeding subject to this section.

25 **X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

26 69. Service Awards. Class Counsel will ask the Court to approve, and Lime
27 Crime will not oppose, Service Awards not to exceed \$9,000, gross, for the Settlement
28 Class Representatives, which are intended to compensate such individuals for their

1 efforts in the litigation and commitment on behalf of the Settlement Class. Any Service
2 Awards approved will be paid as set forth in Paragraph 72. Neither Class Counsel's
3 application for, nor any individual's entitlement to, a Service Award shall be
4 conditioned in any way upon such individual's support for this Agreement.

5 70. Attorneys' Fees, Costs, and Expenses. Class Counsel, on behalf of
6 Plaintiffs' Counsel and the Settlement Class, will make their application for
7 attorneys' fees, costs, and expenses ("Fee Request") at least fourteen (14) days before
8 the Objection Deadline. Plaintiffs and Class Counsel agree not to seek an award of
9 attorneys' fees, costs, and expenses in excess of three hundred and fifty thousand
10 dollars (\$350,000). Lime Crime and Defense Counsel will not oppose or otherwise
11 object to the Fee Request, provided it does not exceed the amounts set forth herein.
12 Any attorneys' fees, costs, and expenses awarded to Plaintiffs and Class Counsel
13 shall be paid to Class Counsel for distribution to Plaintiffs' attorneys.

14 71. "Fee Award" means such funds as may be awarded by the Court to Class
15 Counsel based on Class Counsel's Fee Request, pursuant to Paragraph 70 in this
16 Agreement. Within thirty (30) business days of the Effective Date Lime Crime shall pay
17 to Class Counsel the Fee Award, pursuant to Paragraph 72, conditioned upon receipt of
18 Class Counsel's Employer Identification Number, and any other tax information, account
19 information or necessary forms at least fifteen (15) business days before payment is due.
20 In the event that the Fee Award is reduced on appeal, Lime Crime shall only pay the
21 reduced amount of such award.

22 72. The payment of Service Awards and Fee Award pursuant to Paragraphs 69
23 and 71 shall be made through a wired deposit by Lime Crime to Federman & Sherwood's
24 IOLTA account.

25 73. In the event the Court declines to approve, in whole or in part, the Fee
26 Request or Service Award, the remaining provisions of this Agreement shall remain in
27 full force and effect. No order of the Court, or modification or reversal or appeal of any
28

1 order of the Court, concerning the Fee Request or Service Award shall constitute grounds
2 for cancellation or termination of this Agreement.

3 74. Lime Crime and Released Parties shall not be liable for any additional
4 attorneys' fees, costs, and/or expenses of any Settlement Class Members' counsel,
5 including any potential objectors or counsel representing a Settlement Class Member
6 individually, other than what is expressly provided for in this Agreement.

7 75. Class Counsel agrees to hold Lime Crime and the Released Parties harmless
8 for any claim that this Agreement failed to include any person or firm who claims they
9 are entitled to a share of any Fee Award for the Released Claims. Class Counsel is
10 solely responsible for distributing the Fee Award to any attorney that may claim
11 entitlement to attorneys' fees, costs, or expenses in the Action. Lime Crime and the
12 Released Parties are not responsible for Class Counsel's allocation of the Fee Award.

13 **XI. MODIFICATION OR TERMINATION**

14 76. The terms and provisions of this Settlement may be amended, modified,
15 or expanded by written agreement of the Parties and approval of the Court; provided,
16 however that, after entry of the Final Order and Final Judgment, the Parties may by
17 written agreement effect such amendments, modifications, or expansions of this
18 Settlement and its implementing documents (including all exhibits hereto) without
19 further notice to the Class or approval by the Court if such changes are consistent with
20 the Court's Final Approval Order and Final Judgment and do not materially alter,
21 reduce or limit the rights of Settlement Class Members under this Settlement.

22 77. This Settlement may be terminated by Lime Crime by serving on Class
23 Counsel and filing with the Court a written notice of termination within fourteen (14)
24 days (or such longer time as may be agreed between Class Counsel and Lime Crime)
25 after any of the following occurrences:

26 a. The Court rejects, materially modifies, materially amends or
27 changes, or declines to preliminarily or finally approve the Settlement;
28

1 b. An appellate court reverses the Final Approval Order, and the
2 Settlement is not reinstated and finally approved without material change by the Court
3 on remand;

4 c. The Court or any reviewing appellate court incorporates material
5 terms or provisions into, or deletes or strikes material terms or provisions from, or
6 materially modifies, amends, or changes, the Preliminary Approval Order, the proposed
7 Final Approval Order, or the Settlement; or

8 d. The Effective Date does not occur.

9 78. In the event that Lime Crime exercises its option to withdraw from and
10 terminate this Settlement pursuant to Paragraph 77, or if the Court does not enter the
11 Final Judgment without material modification, or if the Final Judgment is reversed in
12 whole or in part on appeal, or in the event the Final Judgment is not achieved,
13 certification of the Settlement Class will be vacated, and the Parties will be returned to
14 their positions *status quo ante* with respect to the Action as if the settlement had not
15 been entered into and (a) any court orders preliminarily or finally approving the
16 certification of any class contemplated by the settlement and any other orders entered
17 pursuant to this Agreement shall be null, void, and vacated, and shall not be used or
18 cited thereafter by any person or entity in support of claims or defenses or in support
19 of or in opposition to a class certification motion; and (b) this Agreement will become
20 null and void (with the exception Paragraphs 94 and 95 herein) and shall have no force
21 or effect, the Parties shall not be bound by this Settlement, the Parties will be returned
22 to their respective positions existing immediately before the execution of this
23 Settlement, and all of the Parties' respective pre-Settlement claims and defenses will
24 be preserved, and the fact of this settlement, that Lime Crime did not oppose the
25 certification of any class under the settlement, or that the Court approved the
26 certification of a Settlement Class, shall not be used or cited thereafter by any person
27 or entity, including in any contested proceeding relating to the certification of any class.

1 79. Notwithstanding the foregoing Paragraph 78, in the event this Settlement
2 is not approved by any court, or the Settlement is declared null and void, or in the event
3 that the Effective Date does not occur, Settlement Class Members, Plaintiffs, Class
4 Counsel, and Plaintiffs' Counsel shall not in any way be responsible or liable for any
5 costs of notice and administration associated with this Settlement, except that each
6 Party shall bear its own attorneys' fees, expenses, and costs and Lime Crime's future
7 payment obligations shall cease.

8 **XII. NO ADMISSION OF LIABILITY**

9 80. Lime Crime disputes the claims alleged in the Action and does not by this
10 Agreement or otherwise admit any liability or wrongdoing of any kind by it or the
11 Released Parties. Lime Crime has agreed to enter into this Agreement solely to avoid
12 the further expense, inconvenience, and distraction of burdensome and protracted
13 litigation, and to be completely free of any further claims that were asserted or could
14 have been asserted in the Action.

15 81. Class Counsel and Settlement Class Representatives believe that the
16 claims asserted in the Action have merit, and they have examined and considered the
17 benefits to be obtained under the proposed Settlement set forth in this Agreement, the
18 risks associated with the continued prosecution of this complex, costly, and time-
19 consuming litigation, and the likelihood of success on the merits of the Action. Class
20 Counsel and Settlement Class Representatives have concluded that the proposed
21 Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best
22 interests of the Settlement Class Members.

23 82. The Parties understand and acknowledge that this Agreement constitutes
24 a compromise and settlement of disputed claims. No action taken by the Parties either
25 previously or in connection with the negotiations or proceedings connected with this
26 Agreement shall be deemed or construed to be an admission of the truth or falsity of
27 any claims or defenses heretofore made, or an acknowledgment or admission by any
28 party of any fault, liability, or wrongdoing of any kind whatsoever.

1 83. Neither the Settlement, nor any act performed or document executed
2 pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may
3 be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs
4 or Settlement Class Members, or of any wrongdoing or liability of the Released Parties;
5 or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of,
6 any fault or omission of any of the Released Parties, in the Action or in any proceeding
7 in any court, administrative agency or other tribunal.

8 **XIII. MISCELLANEOUS**

9 84. Recitals. The Parties agree that the recitals are contractual in nature and
10 form a material part of this Stipulation of Settlement.

11 85. Singular and Plurals. As used in this Agreement, all references to the
12 plural shall also mean the singular and to the singular shall also mean the plural
13 whenever the context so indicates.

14 86. Communications. Except in connection with any proceeding, court
15 filing, or the dissemination of notice to the Settlement Class, Plaintiffs, Plaintiffs'
16 Counsel, and Class Counsel will not issue any press releases or communicate with the
17 media regarding the Settlement or the Action without prior approval from Lime Crime
18 or Defense Counsel. However, if Plaintiffs, Plaintiffs' Counsel, or Class Counsel
19 receive an inquiry from any third party, they may decline to comment, refer to the
20 Settlement and/or defer to the Court file. Plaintiffs' Counsel and Class Counsel are free
21 to state they served as legal counsel in this lawsuit and refer to the Settlement and/or
22 defer to the Court file. However, nothing shall limit the ability of Class Counsel to
23 communicate privately with a Settlement Class Member concerning the Settlement, and
24 the ability of Lime Crime or its successors to make such public disclosures as the
25 federal securities laws require or to provide information about the Settlement to state
26 and federal regulators, other government officials, or its insurers/reinsurers.

27 87. Binding Effect. This Agreement shall be binding upon, and inure to the
28 benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

1 88. Cooperation of Parties. The Parties to this Agreement agree to cooperate
2 in good faith to prepare and execute all documents, to seek Court approval, defend
3 Court approval, and to do all things reasonably necessary to complete and effectuate
4 the Settlement described in this Agreement.

5 89. Obligation To Meet And Confer. If any Settlement Class Member has
6 a claim or dispute regarding Lime Crime's compliance with this Settlement Agreement,
7 including but not limited to Paragraph 40, then such Settlement Class Member first
8 must submit, *pro se* or through counsel, his or her dispute directly to Lime Crime before
9 taking any other action. Upon receipt of such a dispute, Lime Crime will investigate
10 the dispute and respond to the Settlement Class Member within thirty (30) days. Lime
11 Crime's response must state the results of the Lime Crime's investigation of the
12 allegation of non-compliance with the Settlement Agreement and any action taken or
13 to be taken to address the Settlement Class Member's dispute; or, if additional
14 information is required for Lime Crime to complete its investigation, Lime Crime's
15 response must identify the specific additional information that is required. Upon the
16 Settlement Class Member's submission of all of the additional information required (as
17 set forth in Lime Crime's response), Lime Crime will have thirty (30) days to complete
18 its investigation of the Settlement Class Member's dispute regarding the allegation of
19 non-compliance with the Settlement Agreement and to provide a response containing
20 the results of its investigation and any action taken or to be taken to address the dispute.

21 If, after the dispute resolution process described above has been completed, the
22 Settlement Class Member wants to seek additional remedies, then he or she may
23 submit his or her dispute regarding the allegation of non-compliance with the
24 Settlement Agreement to the Court (pursuant to the Court's retention of exclusive
25 jurisdiction under Paragraph 94) under the caption for this Action. The Settlement
26 Class Member's submission to the Court must include copies of all correspondence
27 between the Settlement Class Member and Lime Crime regarding the dispute prior to
28 the submission. The Court shall have exclusive and sole jurisdiction to resolve the

1 dispute.

2 This section is not intended to govern or apply to allegations of a violation of
3 state or federal law, except as might otherwise relate to Lime Crime's compliance
4 with this Settlement Agreement.

5 90. Integration. This Agreement (along with any Exhibits attached hereto)
6 constitutes a single, integrated, written contract expressing the entire agreement of the
7 Parties relative to the subject matter hereof. No covenants, agreements,
8 representations, or warranties of any kind whatsoever have been made by any Party
9 hereto, except as provided for herein.

10 91. No Conflict Intended. Any inconsistency between the headings used in
11 this Agreement and the text of the paragraphs of this Agreement shall be resolved in
12 favor of the text.

13 92. Governing Law. The Agreement shall be construed in accordance with,
14 and be governed by, the laws of the State of California, without regard to the principles
15 thereof regarding choice of law.

16 93. Counterparts. This Agreement may be executed in any number of
17 counterparts, each of which shall be deemed an original, but all of which together shall
18 constitute one and the same instrument, even though all signatories do not sign the
19 same counterparts. Original signatures are not required. Any signature submitted by
20 facsimile or through email of an Adobe PDF shall be deemed an original.

21 94. Jurisdiction. The Court shall retain jurisdiction over the implementation,
22 enforcement, and performance of this Agreement, and shall have exclusive jurisdiction
23 over any suit, action, proceeding, or dispute arising out of or relating to this Agreement
24 that cannot be resolved by negotiation and agreement by counsel for the Parties. The
25 Court shall retain jurisdiction with respect to the administration, consummation, and
26 enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing
27 all terms of the Agreement. The Court shall also retain jurisdiction over all questions
28 and/or disputes related to the Notice Program and the Settlement Administrator. As part

1 of its agreement to render services in connection with this Settlement, the Settlement
2 Administrator shall consent to the jurisdiction of the Court for this purpose.

3 Notices. All notices to Class Counsel provided for herein, shall be sent by overnight
4 mail to:

5 William B. Federman
6 Joshua D. Wells
7 **FEDERMAN & SHERWOOD**
8 10205 North Pennsylvania Avenue
9 Oklahoma City, OK 73120

10 All notices to Lime Crime provided for herein shall be sent by overnight
11 mail to:

12 Mark C. Mao
13 Sheila M. Pham
14 **TROUTMAN SANDERS LLP**
15 580 California Street, Suite 1100
16 San Francisco, California 94104

17 Ronald I. Raether, Jr.
18 **TROUTMAN SANDERS LLP**
19 5 Park Plaza, Suite 1400
20 Irvine, California 92614-2545

21 The notice recipients and addresses designated above may be changed by
22 written notice. Upon the request of any of the Parties, the Parties agree to promptly
23 provide each other with copies of objections, requests for exclusion, or other filings
24 received as a result of the Notice Program.

25 95. Authority. Any person executing this Agreement in a representative
26 capacity represents and warrants that he or she is fully authorized to do so and to
27 bind the Party on whose behalf he or she signs this Agreement to all of the terms and
28 provisions of this Agreement.

96. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

97. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

98. The Parties believe that this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement and Release as of the date set forth below.

PLAINTIFFS

Dated: _____

Tessa Koenig
Plaintiff

Dated: _____

Nila Cabistan
Plaintiff

1 Dated: _____

Jennie Holguin
Plaintiff

2
3
4 Dated: _____

Sharon Murphy
Plaintiff

5
6
7
8 Dated: _____

Samantha Rex
Plaintiff

9
10
11 Dated: _____

Ana Sandez
Plaintiff

12
13
14
15 Dated: _____

Zenja Pavia
Plaintiff

16
17
18 Dated: _____

Amirah Husbands
Plaintiff

19
20
21
22 Dated: _____

Pearl Amaechi
Plaintiff

DEFENDANT

Dated: _____

Lime Crime, Inc.

By:

Its:

CLASS COUNSEL

Dated: _____

By: Joshua D. Wells

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Class

PLAINTIFFS' COUNSEL

Dated: _____

By: James R. Noblin

GREEN & NOBLIN, P.C.

Attorneys for Plaintiffs and the Class

Dated: _____

By: Cornelius P. Dukelow

ABINGTON COLE + ELLERY

Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

Dated: _____

By: Mark C. Mao

TROUTMAN SANDERS LLP

Attorneys for Defendant Lime Crime, Inc.

1 Dated: _____

Jennie Holguin
Plaintiff

2
3
4 Dated: _____

Sharon Murphy
Plaintiff

5
6
7
8 Dated: _____

Samantha Rex
Plaintiff

9
10
11 Dated: _____

Ana Sandez
Plaintiff

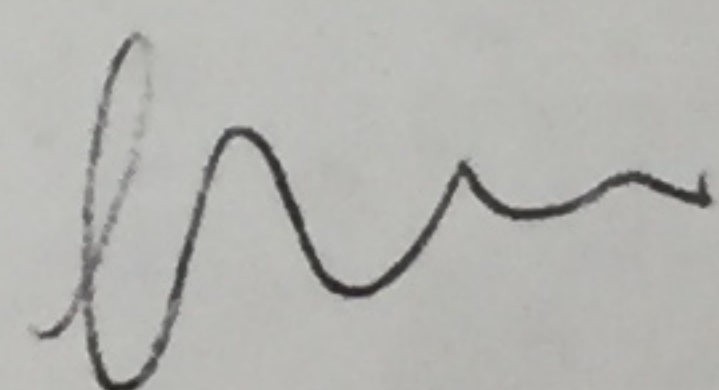
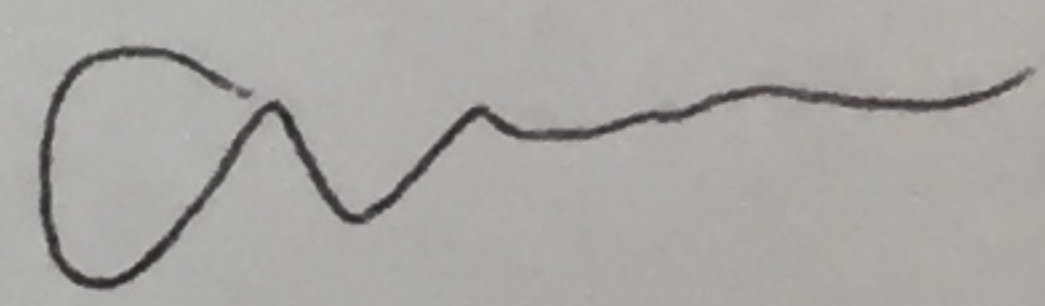
12
13
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15 Dated: _____

Zenia Pavia
Plaintiff

16
17
18 Dated: _____

Amirah Husbands
Plaintiff

19
20
21
22 Dated: 3-23-2017

Pearl Amaechi
Plaintiff

received as a result of the Notice Program.

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IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement and Release as of the date set forth below.

PLAINTIFFS

Dated: _____

Tessa Koenig
Plaintiff

Dated: 3/15/17 _____

Nila Cabistan

Nila Cabistan
Plaintiff

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Dated: _____

Jennie Holguin
Plaintiff

Dated: _____

Sharon Murphy
Plaintiff

Dated: _____

Samantha Rex
Plaintiff

Dated: _____

Ana Sandez
Plaintiff

Dated: _____

Zenia Pavia
Plaintiff

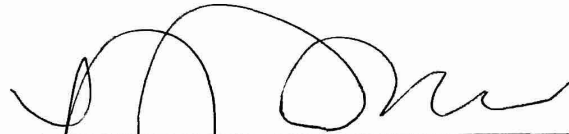
Dated: 3/21/17

Amirah Husbands
Amirah Husbands
Plaintiff

Dated: _____

Pearl Amaechi
Plaintiff

1 Dated: 3/15/2017



Jennie Holguin
Plaintiff

2
3
4 Dated: _____

5 Sharon Murphy
6 Plaintiff

7
8 Dated: _____

9 Samantha Rex
10 Plaintiff

11 Dated: _____

12 Ana Sandez
13 Plaintiff

14
15 Dated: _____

16 Zenia Pavia
17 Plaintiff

18 Dated: _____

19 Amirah Husbands
20 Plaintiff

21
22 Dated: _____

23 Pearl Amaechi
24 Plaintiff

1 Dated: _____

Jennie Holguin
Plaintiff

2
3
4 Dated: _____

Sharon Murphy
Plaintiff

5
6
7
8 Dated: _____

Samantha Rex
Plaintiff

9
10
11 Dated: _____

Ana Sandez
Plaintiff

12
13
14
15 Dated: 03/22/2017

Zena Pavia
Zena Pavia
Plaintiff

16
17
18 Dated: _____

Amirah Husbands
Plaintiff

19
20
21
22 Dated: _____

Pearl Amaechi
Plaintiff

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Dated: _____

Jennie Holguin
Plaintiff

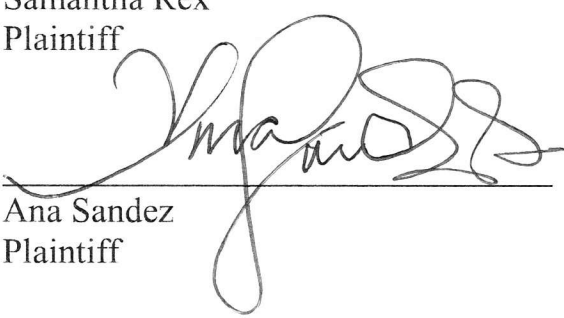
Dated: _____

Sharon Murphy
Plaintiff

Dated: _____

Samantha Rex
Plaintiff

Dated: 3/15/17 _____



Ana Sandez
Plaintiff

Dated: _____

Zeniah Pavia
Plaintiff

Dated: _____

Amirah Husbands
Plaintiff

Dated: _____

Pearl Amaechi
Plaintiff

received as a result of the Notice Program.

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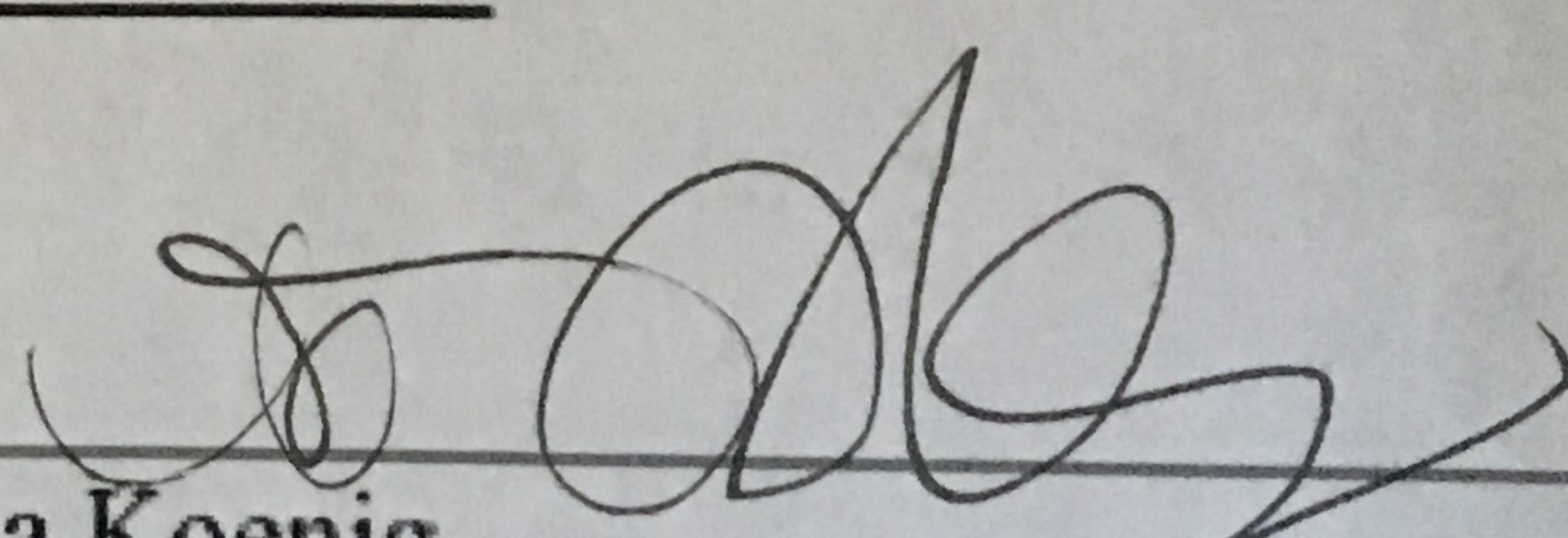
98. The Parties believe that this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement and Release as of the date set forth below.

PLAINTIFFS

Dated:

3-20-17



Tessa Koenig
Plaintiff

Dated: _____

Nila Cabistan
Plaintiff

DEFENDANT

Dated: _____


Lime Crime, Inc.

By:

Its:

CLASS COUNSEL

Dated: 3/15/2016



By: Joshua D. Wells

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Class

PLAINTIFFS' COUNSEL

Dated: _____

By: James R. Noblin

GREEN & NOBLIN, P.C.

Attorneys for Plaintiffs and the Class

Dated: _____

By: Cornelius P. Dukelow

ABINGTON COLE + ELLERY

Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

Dated: _____

By: Mark C. Mao

TROUTMAN SANDERS LLP

Attorneys for Defendant Lime Crime, Inc.

DEFENDANT

Dated:

3/22/17



Lime Crime, Inc.

By: Mark Dumbelton

Its: president

CLASS COUNSEL

Dated: _____

By: Joshua D. Wells

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Class

PLAINTIFFS' COUNSEL

Dated: _____

By: James R. Noblin

GREEN & NOBLIN, P.C.

Attorneys for Plaintiffs and the Class

Dated: _____

By: Cornelius P. Dukelow


ABINGTON COLE + ELLERY

Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

Dated:

3/28/2017



By: Mark C. Mao

TROUTMAN SANDERS LLP

Attorneys for Defendant Lime Crime, Inc.

DEFENDANT

Dated: _____

Lime Crime, Inc.

By:

Its:

CLASS COUNSEL

Dated: _____

By: Joshua D. Wells

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Class

PLAINTIFFS' COUNSEL

Dated: March 14, 2017

By: James R. Noblin

GREEN & NOBLIN, P.C.

Attorneys for Plaintiffs and the Class

Dated: _____

By: Cornelius P. Dukelow

ABINGTON COLE + ELLERY

Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

Dated: _____

By: Mark C. Mao

TROUTMAN SANDERS LLP

Attorneys for Defendant Lime Crime, Inc.

DEFENDANT

Dated: _____

Lime Crime, Inc.

By:

Its:

CLASS COUNSEL

Dated: _____

By: Joshua D. Wells

FEDERMAN & SHERWOOD

Attorneys for Plaintiffs and the Class

PLAINTIFFS' COUNSEL

Dated: _____

By: James R. Noblin

GREEN & NOBLIN, P.C.

Attorneys for Plaintiffs and the Class

Dated: 3-14-2017



By: Cornelius P. Dukelow

ABINGTON COLE + ELLERY

Attorneys for Plaintiffs and the Class

DEFENSE COUNSEL

Dated: _____

By: Mark C. Mao

TROUTMAN SANDERS LLP

Attorneys for Defendant Lime Crime, Inc.