

**IF YOU WERE CHARGED FOR AUTOMATIC RENEWAL OF AN IDENTITYIQ MEMBERSHIP
BETWEEN MARCH 22, 2019 AND AUGUST 20, 2023,
YOU MAY BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT**

NOTICE OF CLASS ACTION SETTLEMENT

Caldwell, et al. v. Identity Intelligence Group, LLC
San Diego County Superior Court
Case No. 37-2023-00012108-CU-BT-CTL

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT
INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE
AFFECTED BY THIS SETTLEMENT.**

The purpose of this Notice is to inform Class Members about a proposed settlement (“Settlement”) of a class action lawsuit that is pending in the San Diego County Superior Court (the “Court”). The lawsuit is called *Caldwell, et al. v. Identity Intelligence Group, LLC*, Case No. 37-2023-00012108-CU-BT-CTL (the “Lawsuit”). While Defendant denies any wrongdoing and the Court has not decided which party is right, the parties have agreed to a Settlement that provides certain benefits to eligible Class Members and resolves the case without any admission of liability or wrongdoing.

This Notice will explain: (1) what the Lawsuit is about; (2) the main terms of the Settlement; and (3) Class Members’ rights and options under the Settlement. A full version of the Settlement Agreement is available on the settlement website: www.IdentityIQSettlement.com.

If you stay in the Settlement and the Settlement is given final Court approval and becomes effective, you will be subject to the Release in Section IV, unless you exclude yourself pursuant to Section II.4.

I. What the Litigation Is About

The Lawsuit alleges that Identity Intelligence Group, LLC (“Defendant”) enrolled certain California consumers in automatically renewing subscriptions for identity theft protection and credit monitoring products under the tradename “IdentityIQ” without first presenting the consumer with the automatic renewal offer terms in a clear and conspicuous manner as required by law. The Lawsuit alleges that Defendant has violated the California Automatic Renewal Law, Bus. & Prof. Code § 17600 et seq., and the Unfair Competition Law, Bus. & Prof. Code § 17200 et seq. The Lawsuit is brought on behalf of a Class defined as follows:

All California residents who were both (1) enrolled in an IdentityIQ membership between March 30, 2011 and August 20, 2023, inclusive, and (2) charged one or more renewal fees for that membership on or after March 22, 2019. Excluded from the Class are all employees of Defendant, all employees of Plaintiffs’ counsel, and the judicial officers to whom this case is assigned.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

Defendant denies the allegations of the Lawsuit, and the Court has not decided which party is right. The parties have agreed to a Settlement to provide certain benefits to eligible Class Members and to resolve the case without any admission of liability or wrongdoing.

The parties have exchanged detailed information about the claims, defenses, and alleged damages in the Lawsuit. After lengthy settlement negotiations overseen by an independent mediator, the parties have reached a proposed Settlement that, if approved by the Court, will resolve the claims asserted against Defendant. Plaintiffs Keith Caldwell (“Caldwell”) and Asya Hunter (“Hunter”) (collectively, “Plaintiffs”) and their counsel believe the

Settlement is fair, reasonable, and in the best interests of the Class Members. In entering into the Settlement, Defendant continues to deny any and all allegations of liability, fault, or wrongdoing asserted in the Lawsuit.

On May 9, 2025, the Court preliminarily approved the Settlement; certified the Class for settlement purposes only; appointed the law firm of Dostart Hannink LLP as Class Counsel for settlement purposes only; appointed Caldwell and Hunter as the Class Representatives for settlement purposes only; designated CPT Group, Inc. as the Settlement Administrator; and authorized the parties to provide this notice to the Class.

II. The Main Terms of the Settlement

Subject to Court approval, the main terms of the Settlement are as follows:

1. Settlement Amount. In full and complete settlement of the claims of the Class Members who do not exclude themselves, Defendant will pay the principal amount Eight Million Seven Hundred Sixty-Nine Thousand Eight Hundred Fifty-Four Dollars (\$8,769,854.00). The Settlement Amount, plus any interest thereon, will be used to pay Class Counsel's attorneys' fees and litigation expenses (as approved by the Court), any service payments that the Court may award to the Class Representatives and other Class Members who assisted Class Counsel, the expenses of settlement administration (including class notice), and the settlement payments to the Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining amount will be paid to one or more *cy pres* recipients approved by the Court, or as otherwise directed by the Court. In addition to the monetary consideration, the Settlement also includes injunctive relief.

2. Notice to Class Members. No later than thirty-five (35) days after notice of entry of an order granting preliminary approval, the Settlement Administrator will email the Court-approved Summary Class Notice to the last-known email address of each Class Member, as reflected in the business records of Defendant. For individuals with respect to whom the Class List does not contain an email address (if any), the Settlement Administrator will send a copy of the Summary Class Notice to the individual's last-known mailing address, to the extent that information is available in the Class List, via first class U.S. mail, postage pre-paid. Prior to such mailing, the Settlement Administrator will run the Class Members' last-known addresses through the U.S. Postal Service's National Change of Address ("NCOA") database and update the Class List as appropriate. The date on which the email and mail notice is disseminated to Class Members is referred to as the "Notice Date." Thereafter, if any emails to Class Members are "bounced back" so as to indicate that the email address is not valid, the Settlement Administrator will mail a copy of the Summary Class Notice to the individual's last-known mailing address, to the extent that information is available in the Class List, via first class U.S. mail, postage pre-paid.

3. Eligibility for Payment. If the Settlement is given final Court approval and becomes effective, all Class Members who do not exclude themselves from the Settlement will be referred to as "Participating Class Members" and will be entitled to receive a settlement payment in accordance with the terms of the Settlement.

4. Right to Request Exclusion or Object. Any Class Member who does not want to be legally bound by the Settlement can exclude himself or herself on or before the Exclusion/Objection Deadline, as described on the next page in Section III.2. Any Class Member who wishes to object to the Settlement may do so either orally or in writing. Any written objection must be filed with the Court and served on Counsel for the settling parties and on the Settlement Administrator no later than the Exclusion/Objection Deadline, as described below in Section III.3. Alternatively, any Class Member may present an objection to the Court orally at the final approval hearing. Any Class Member who does not request to be excluded from the Class may, if so desired, enter an appearance through counsel.

5. Settlement Payments to Participating Class Members. If the Court grants final approval and the Settlement becomes effective, after deduction of any Court-approved attorneys' fees, litigation expenses, service payments, and expenses of settlement administration, the remaining amount ("Net Settlement Amount") will be divided equally between the Participating Class Members. As soon as practicable after the Effective Date of the

Settlement, the Settlement Administrator will transmit to each Participating Class Member a payment representing that person's settlement payment. Participating Class Members will be notified by email or mail of the right to elect to receive their settlement payment in the form of an electronic payment such as Venmo, direct deposit/ACH, PayPal, or another electronic method the Settlement Administrator deems effective, or in the form of a paper check, in which case the Participating Class Member will be required to provide the Settlement Administrator with a current mailing address.

6. Service Payments. Class Counsel will file a motion requesting service payments to the Class Representatives and up to ten other Class Members who assisted Class Counsel, not to exceed \$50,000 in the aggregate. Defendant has agreed to take no position regarding these requests, provided the requests made to the Court are consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay from the Settlement Amount any service payments awarded by the Court.

7. Attorneys' Fees and Litigation Expenses. Class Counsel will file a motion requesting an award of attorneys' fees of up to 38% of the Settlement Amount, plus actual litigation expenses not exceeding \$120,000.00. Defendant has agreed to take no position regarding these requests, provided the requests made to the Court are consistent with the Settlement Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay to Class Counsel from the Settlement Amount the attorneys' fees and litigation expenses awarded by the Court. These amounts are all subject to Court approval.

8. Release. Class Members who do not exclude themselves from the Settlement will be deemed to release all of the claims described in Section IV below.

III. Class Members' Rights and Options Under the Settlement

Class Members have three options under the Settlement. If you are a Class Member, you may: (1) do nothing, in which case you will be a Participating Class Member and you will have the right to select a payment method to receive a monetary payment if the Settlement is approved; (2) exclude yourself from the Settlement; or (3) object to the Settlement. The following paragraphs explain these options in more detail.

1. Do Nothing/Select a Payment Method. No action is needed to stay in the Settlement. If you do not exclude yourself from the Settlement and the settlement is approved, you will be a Participating Class Member and you will qualify to receive a monetary payment. Participating Class Members will be bound by the release in the Settlement Agreement. If you want to receive money if the Settlement is approved, you should visit the Settlement Website at www.IdentityIQSettlement.com to select your preferred payment method.

2. To Be Excluded From the Settlement. Any Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion via U.S. mail, email, or personal delivery, and that request for exclusion must be validated by the Settlement Administrator. The request for exclusion must be in writing, and must list the Class Member's name, address, telephone number, and email address, along with the statement: "I wish to be excluded from the *Caldwell, et al. v. Identity Intelligence Group, LLC* Settlement" or words to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be timely, the request for exclusion must be returned to the Settlement Administrator no later than July 28, 2025. If the request for exclusion is returned by U.S. mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is received by the Settlement Administrator. Those Class Members who submit timely and valid requests for exclusion in the form described above will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. Requests for exclusion can be mailed or delivered to the Settlement Administrator, as follows: *Caldwell v. Identity Intelligence Group, LLC*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: IdentityIQSettlement@cptgroup.com. A judgment in the action will bind all Class Members who do not timely

request exclusion. Any Class Member may enter an appearance through counsel. **You may not submit both a Payment Method and a letter requesting to be excluded from this Settlement.**

3. **To Object to the Settlement.** Any Class Member who wishes to object to the Settlement may do so orally or in writing. Any written objection must be filed with the Court and served on Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than July 28, 2025. A written objection must set forth the name of the Lawsuit (*Caldwell, et al. v. Identity Intelligence Group, LLC*, Case No. 37-2023-00012108-CU-BT-CTL), the objector's full name, address, telephone number, and email address, and the following statement: "I declare under penalty of perjury that, to the best of my knowledge, I was enrolled in an IdentityIQ membership between March 30, 2011 and August 20, 2023, inclusive, for which I was charged one or more renewal fees on or after March 22, 2019, and I wish to object to the Settlement." Any written objection must also state the factual and legal basis for the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court to consider must also be attached to the objection. Class Counsel and Defendant will respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any written objection must be filed with the Court and served by mail as follows: (1) to the Settlement Administrator, at *Caldwell v. Identity Intelligence Group, LLC, Inc. Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; (2) to Defendant's counsel, Shannon Z. Petersen, Sheppard, Mullin, Richter & Hampton, LLP, 12275 El Camino Real, Suite 100, San Diego, CA 92130; and (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600, La Jolla, CA 92037. Alternatively, an objection may be made by a Class Member or through the Class Member's counsel to the Court orally at the Final Approval Hearing. If you intend to object to the Settlement but also wish to receive your share of the Settlement if it is approved by the Court, you must also submit a timely and valid Payment Method as explained above.

IV. Release of Claims by Class Members

If the Settlement is approved by the Court and becomes effective, provided that Defendant has paid the full Settlement Amount, all Class Members who do not exclude themselves from the Settlement shall be deemed to release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). For purposes of this paragraph, "Released Parties" means Identity Intelligence Group, LLC, and any of its past or present parents, subsidiaries, and affiliated entities, and any of its past or present officers, directors, managers, employees, general partners, limited partners, principals, insurers, reinsurers, shareholders, members, attorneys, advisors, representatives, agents, consultants, contractors, licensors, licensees, successors, or assigns. For purposes of this paragraph, "Released Claims" means any and all causes of action or claims for relief, whether in law or equity, including, but not limited to, injunctive relief, actual damages, nominal damages, statutory damages, punitive damages, restitution, disgorgement, attorneys' fees and costs, and/or any other form of monetary consideration whatsoever, for any and all potential claims by the Class Members that have been pled in the Lawsuit, or that could have been pled in the Lawsuit based on the facts alleged, whether known or unknown, that relate to or arise out of a monetary charge on or after March 22, 2019, for automatic renewal of an IdentityIQ membership entered into between March 30, 2011 and August 20, 2023, inclusive.

V. Final Approval Hearing

The Court will hold a hearing on September 19, 2025 at 9:00 a.m. to determine whether the Settlement should be finally approved and to rule on Class Counsel's motion for award of attorneys' fees, reimbursement of litigation expenses, and class representative service payments. The Court is located at 330 West Broadway, Department 60, San Diego, CA 92101. Persons interested in attending or participating in the hearing should consult the Court's website, <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>, for further

information. The hearing may be continued without further notice. **YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT YOU MAY IF YOU CHOOSE.**

VI. For More Information

This Notice contains only a summary of the terms of the proposed Settlement. You may view the Settlement Agreement and other important documents on the settlement website. You may also review the pleadings and other papers filed in the Lawsuit at the Court's Business Office, located at 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator

Caldwell v. Identity Intelligence Group, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: 1-888-678-2595
Email: IdentityIQSettlement@cptgroup.com

Class Counsel

Dostart Hannink LLP
4225 Executive Square, Ste. 600
La Jolla, CA 92037
Tel: (858) 623-4265
Email: cklobucar@sdlaw.com