

## **SETTLEMENT AGREEMENT**

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

This Settlement Agreement (“Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between plaintiffs Keith Caldwell (“Caldwell”) and Asya Hunter (“Hunter”) (collectively, “Plaintiffs”), on the one hand, and defendant Identity Intelligence Group, LLC (“Defendant” or “IIG”), on the other hand. Each of the foregoing is a “Party” (collectively, the “Parties”).

### **I. RECITALS**

A. On March 22, 2023, a Complaint was filed in the Superior Court of the State of California, County of San Diego, entitled *Caldwell, et al. v. Identity Intelligence Group, LLC*, Case No. 37-2023-00012108-CU-BT-CTL (the “Action”) (ROA# 1). The Complaint alleged two causes of action with respect to Defendant’s identity theft protection and credit monitoring products operated under the tradename “IdentityIQ”: (1) false advertising, based on violation of the California Automatic Renewal Law (Bus. & Prof. Code, § 17600) (“ARL”), and (2) Unfair Competition (Bus. & Prof. Code, § 17200 et seq.) (“UCL”).

B. On May 26, 2023, IIG filed an Answer (ROA# 14) along with a Motion to Compel Arbitration (“MTCA”) (ROA# 9-13).

C. Discovery commenced on September 15, 2023, when Plaintiffs propounded interrogatories and demands for inspection relating to issues presented by the MTCA. Thereafter, on November 1, 2023, Plaintiffs took the deposition of an employee of IIG who had submitted a declaration in support of the MTCA. On November 22, 2023, Plaintiffs propounded their second set of demands for inspection and interrogatories relating to the MTCA.

D. After conducting oral argument on January 19, 2024, the Court entered an order denying the MTCA. (ROA# 38).

E. On January 26 and January 29, 2024, Plaintiffs propounded their third set of demands for inspection and interrogatories, relating to class certification and the merits.

F. On February 13, 2024, IIG filed a notice of appeal of the order denying the MTCA. (ROA# 41). That appeal has been fully briefed and is currently awaiting oral argument in the Fourth District Court of Appeal, No. D083901.

G. On February 22, 2024, IIG filed a motion to stay the case pending the outcome of its appeal (ROA# 51-56). On March 20, 2024, the Court entered an order denying that motion (ROA# 67).

H. Plaintiffs took the depositions of three additional IIG employees on May 1, 2024, May 29, 2024, and May 30, 2024.

I. On May 31, 2024, Plaintiffs propounded their fourth set of demands for inspection.

J. On July 9, 2024, IIG propounded its first set of requests for production to Plaintiffs.

K. On July 12, 2024, the Parties attended a full-day mediation with Hon. Eddie C. Sturgeon, a retired judge of the San Diego County Superior Court. That mediation ended without success.

L. On August 26, 2024, Plaintiffs filed a motion to compel IIG to produce the names, contact information, and pertinent transaction information for putative class members (ROA# 98-103.) Following the September 20, 2024 hearing, the Court entered an order requiring that IIG produce the requested information after an opt-out *Belaire-West* notice (ROA# 121). By agreement of the Parties, the *Belaire-West* notice process was deferred pending the outcome of further settlement negotiations.

M. The Parties attended a second mediation on November 12, 2024, with Hon. John Leo Wagner, a retired federal magistrate judge. The case did not settle at the mediation, but during the ensuing weeks the Parties continued the settlement discussions through Judge Wagner. Ultimately, based on a post-mediation proposal by the mediator, the Parties reached a resolution of the Action on the terms set forth in this Agreement.

N. This Agreement represents a compromise of disputed claims. IIG denies any and all allegations of liability, fault, or wrongdoing, and denies that any claims alleged in the Action are suitable for class certification other than for purposes of this Settlement. The Parties enter into the Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

## II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. The Settlement will become final and effective upon the occurrence of all of the following events:

1. The San Diego County Superior Court (the “Court”) enters an order preliminarily approving the Settlement and conditionally certifying the Class as defined in Section III below. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “Preliminary Approval Date.”

2. The Court enters an order and judgment granting final approval of the Settlement. The date the Court enters the order and judgment will be referred to as the “Judgment Entry Date.”

3. The Effective Date occurs. The “Effective Date” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member (as defined in Section III.A. below) files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member files a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the judgment.

(c) If a Class Member who has filed a timely objection to the Settlement also files a timely notice of appeal of the judgment, then the Effective Date will be the date the appeal is dismissed or the judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. Class Counsel will have the right to appeal any award of attorneys' fees, litigation expenses, or service payment, but any such appeal, if taken, will not otherwise affect the binding nature of the Settlement, including the release of claims set forth in Section IX below. In the event of any such appeal of an order regarding attorneys' fees, litigation expenses, or a service payment, the Parties and their respective counsel will cooperate to carry out the other terms of the Settlement that are unaffected by that appeal.

D. If the Effective Date does not occur because the Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if for other reasons it becomes apparent that the Effective Date cannot occur: (1) this Agreement will be void *ab initio*

and without any further force or effect; (2) any conditional certification of the Class pursuant to a preliminary approval order shall be withdrawn; (3) any First Amended Complaint filed pursuant to a preliminary approval order shall be vacated; (4) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, return any settlement funds in its possession to Defendant; and (5) in any further litigation proceedings that may ensue (excluding any appeal of an order denying approval), the Parties shall make no use of, and shall make no reference to, this Agreement, any motion for preliminary approval, motion for final approval, motion for award of attorneys' fees, litigation expenses, or class representative service payments, or any declaration or other paper that was filed in support of or in opposition to any aspect of the Settlement.

### III. CLASS CERTIFICATION

A. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate to class certification of the following Class (the members of which are referred to as the "Class Members"):

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.

B. Solely for the purpose of effectuating the Settlement, the Parties stipulate to the filing of a First Amended Complaint which sets forth the foregoing definition of the Class. As part of the motion for preliminary approval, the Parties will request that the Court grant leave for the filing of the First Amended Complaint and that Defendant be deemed to have denied all material allegations of the First Amended Complaint without the necessity of filing a responsive pleading.

C. Solely for the purpose of effectuating the Settlement, and subject to Court approval, the Parties stipulate that the law firm of Dostart Hannink LLP will be appointed as Class Counsel.

D. Solely for the purpose of effectuating this Settlement, and subject to Court approval, the Parties stipulate that Caldwell and Hunter will be appointed as the Class Representatives.

E. Subject to Court approval, the Parties agree that CPT Group, Inc. will be the Settlement Administrator. The Settlement Administrator will be responsible for, *inter alia*: disseminating the Summary Class Notice; establishing and maintaining the Settlement Website; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; preparing a declaration regarding its due diligence; transmitting settlement payments to Class Members; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement.

F. Plaintiffs shall promptly submit this Agreement to the Court along with a motion for preliminary approval of class action settlement, conditional certification of the Class, and approval of Summary Class Notice of the proposed settlement (proposed forms for the emailed Summary Class Notice, the mailed Summary Class Notice, and the Long Form Notice are attached hereto as Exhibits A, B, and C, respectively). The preliminary approval motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees, litigation costs and expenses, and any service payments, should be finally approved as fair, reasonable, and adequate as to the Class.

#### IV. SETTLEMENT CONSIDERATION

A. Monetary Consideration. The monetary consideration to be paid by Defendant is the principal amount of Eight Million Seven Hundred Sixty-Nine Thousand Eight Hundred Fifty-Four Dollars (\$8,769,854.00) (the "Settlement Amount"). The Settlement Amount will be paid in two installments. Defendant shall transmit \$500,000 to the court-designated Settlement Administrator by wire transfer no later than fourteen (14) days following notice of entry of the Preliminary Approval Order. The Settlement Administrator shall deposit those funds in an interest-bearing

account (“Settlement Fund”). Pending entry of final approval and judgment, the Settlement Fund may be used only to pay for expenses of settlement administration, including the expense of disseminating Class Notice. If the Settlement is not granted final Court approval for any reason, the entire remaining balance of the Settlement Fund shall be promptly returned to Defendant. If the Settlement is granted final Court approval, Defendant shall transmit the remaining \$8,269,854 to the Settlement Administrator by wire transfer no later than fourteen (14) days following the Effective Date, but in no event not earlier than December 15, 2025, for deposit in the Settlement Fund. Under no circumstances shall Defendant be obligated to pay any monetary consideration pursuant to this Settlement in excess of the Settlement Amount.

B. As provided in Sections V, VI, VII and VIII below, the Settlement Amount will be used to pay Class Counsel’s attorneys’ fees and litigation expenses (as approved by the Court), any service payments awarded by the Court to the Class Representatives and/or other Class Members who assisted Class Counsel, the expenses of settlement administration (including Class Notice), and the settlement payments to Class Members. If any funds are remaining by reason of uncashed settlement checks or otherwise, the remaining funds will be paid to one or more *cy pres* recipient(s) approved by the Court, unless the Court orders otherwise. Provided that the Effective Date occurs, no portion of the Settlement Amount will revert to Defendant.

C. Change of Business Practices and Injunctive Relief. Defendant modified its website screens on August 20, 2023. To the extent the ARL is applicable to Defendant’s business activities, Defendant shall make a good faith effort to comply with the ARL. If the requirements of the ARL are revised in the future, Defendant may conform its business practices to the statute as amended. Nothing in this Paragraph shall constitute an admission or concession that any of Defendant’s offer materials, processes, business practices, disclosures or procedures heretofore have not been in compliance with the ARL.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

Class Counsel will file a motion for an award of attorneys' fees of up to thirty-eight percent (38%) of the Settlement Amount, plus actual litigation expenses not to exceed \$120,000 incurred in connection with the Action. Defendant will take no position regarding these requests, provided the requests made to the Court are consistent with this Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay such amounts as are awarded by the Court. For the avoidance of doubt, all attorneys' fees and litigation expenses shall be paid solely from the Settlement Amount.

VI. 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 will take no position regarding these requests, provided the requests made to the Court are consistent with this Agreement. As soon as practicable following the Effective Date, the Settlement Administrator will pay such service payments as are awarded by the Court. For the avoidance of doubt, all service payments shall be paid solely from the Settlement Amount.

VII. SETTLEMENT ADMINISTRATION

A. Class List. No later than seven (7) days after notice of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator and Class Counsel with an Excel file containing the names, mailing addresses, telephone numbers, and email addresses of putative class members, as reflected in Defendant's business records (the "Class List"). The Class List shall be designed as Confidential pursuant to the protective order entered in the Action and shall be used solely for settlement administration and for no other purpose.

B. No later than thirty-five (35) days after notice of entry of the Preliminary Approval Order, or by such other date as the Court may establish, 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 Class List. 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. The emailed Summary Class Notice will include a link through which the recipient Class Member can submit an election regarding the method by which that Class Member's payment will be transmitted, which may be in the form of an electronic payment such as PayPal, Venmo, direct deposit/ACH, or another electronic method the Settlement Administrator deems effective, or may be in the form of a paper check if requested by a Participating Class Member (as defined in subparagraph G, below) who provides the Settlement Administrator with a current mailing address.

C. No later than the Notice Date, the Settlement Administrator will establish a Settlement Website on which it will make available the First Amended Complaint, the Settlement Agreement, the order granting preliminary approval of the Settlement, the Summary Class Notice, the Long Form Class Notice, and any other materials agreed to by the Parties.

D. The date that is forty-five (45) days after the Notice Date shall be referred to as the "Exclusion/Objection Deadline."

E. 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, must list the Class Member's name, mailing address, email address, and telephone number, 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 the Exclusion/Objection Deadline. 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 actually received by the Settlement Administrator. Those Class Members who submit timely requests for exclusion 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 shall be sent by regular mail, electronic mail, or hand-delivery to the Settlement Administrator, as follows: Caldwell v. Identity Intelligence Group, LLC Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606; or to an email address to be established by the Settlement Administrator.

F. Any Class Member who wishes to object to the Settlement may do so in writing. To object to the Settlement, a Class Member must file a written objection with the Court and serve copies of the objection on Class Counsel, Defendant's counsel, and the Settlement Administrator no later than the Exclusion/Objection Deadline. The 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 Class Member's name, address, email address, and telephone number, 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.” The 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 or 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 filed objection. Any written objection must be filed with the Court and served by mail as follows: (1) Caldwell v. Identity Intelligence Group, LLC Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 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, California 92037. Class Counsel and Defendant’s counsel will respond to any written objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing.

G. Class Members who do not submit a timely and valid request for exclusion are referred to as the “Participating Class Members.” Only Participating Class Members will receive settlement payments under the Settlement, in accordance with Section VIII, below.

H. No later than ten (10) court days following the Exclusion/Objection Deadline, the Settlement Administrator will make available to Class Counsel and Defendant’s counsel a report identifying the name of each Excluded Class Member and each Class Member who has objected to the Settlement.

I. In connection with the motion for final approval, Class Counsel will identify one or more proposed *cy pres* recipients for the Court's consideration. Defendant will not unreasonably withhold consent to such proposed *cy pres* recipient(s).

#### VIII. SETTLEMENT PAYMENTS

A. Unless the Court orders otherwise, each Participating Class Member will have the right to receive an equal, pro-rata portion of the Net Settlement Amount. The "Net Settlement Amount" is the Settlement Amount (plus any accrued interest thereon) reduced by any sums awarded by the Court for attorneys' fees, litigation expenses, service payments, and all expenses of settlement administration (including expenses previously incurred and the Settlement Administrator's good faith estimate of future expenses to be incurred). The pro-rata share of each Participating Class Member shall be computed by dividing the Net Settlement Amount by the number of Participating Class Members.

B. To the extent the Settlement Administrator did not previously receive a Participating Class Member's election regarding a method for settlement payment, the Settlement Administrator will send at least two emails to Participating Class Members requesting such election. No later than sixty (60) days after the Effective Date, the Settlement Administrator will transmit to each Participating Class Member who submitted a payment election that person's settlement payment. In the event any electronic payment is unable to be processed or a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will attempt to contact the Participating Class Member by telephone or email. Unless the Court orders otherwise, any Participating Class Member who has not submitted an election for a settlement payment method by the date that is sixty (60) days after the Effective Date will forfeit the right to receive a settlement payment, and any payment instrument not negotiated or completed within sixty (60) days of its transmission or mailing by the Settlement Administrator will be void. Any portion of the Settlement

Amount that remains unpaid at the end of ninety (90) days following the date on which the Settlement Administrator commenced the initial distribution will be paid out in a second distribution, unless the Settlement Administrator, in conjunction with Class Counsel, concludes that a second distribution would not be economical. In any such second distribution, each Class Member who cashed or completed their payment in the initial distribution will be entitled to receive an equal, pro-rata portion of the remaining and unpaid Settlement Amount, which payment will be transmitted by the same method as the initial payment. Any portion of the Settlement Amount that remains unpaid at the end of 135 days following the date on which the Settlement Administrator commenced the initial distribution date will be paid to a *cy pres* recipient approved by the Court.

#### IX. RELEASE OF CLAIMS

A. Release by Class Members. Following the Effective Date and provided that Defendant has paid the full Settlement Amount, all Class Members who have not timely requested exclusion from the Settlement, as well as their respective spouses, heirs, assigns, executors, administrators, successors, and agents acting on their behalf (collectively, the “Releasing Parties”), 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, or 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 Action, or that could have been pled in the Action 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.

B. General Release By Plaintiffs. Following the Effective Date and provided that Defendant has paid the full Settlement Amount, plaintiffs Keith Caldwell and Asya Hunter, for themselves and their heirs, assigns, executors, administrators, successors, and agents acting on their behalf, release and discharge each and all of the Released Parties (as defined above) from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, that they have or may have against any of the Released Parties up to the date of execution of this Agreement. Plaintiffs acknowledge and hereby waive all rights and benefits afforded by Section 1542 of the California Code, which provides as follows:

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

X. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission by any Party as to the validity of any claim or defense asserted in the Action.

B. This Agreement may be modified only by a writing signed by the Parties or their respective successors in interest.

C. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and exhibits will be construed as a

whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits.

D. The Parties hereby agree to do such things and to execute such other and further documents, writings and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out. It is the intention of the Parties to comply in all respects with the requirements of California law and with any local rule of the Court with respect to this Settlement Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement. If the Court or any appellate court denies or conditions the grant of preliminary or final approval on a rejection or modification of any provision of this Agreement other than the dollar amount of aggregate monetary consideration to be paid by Defendant as set forth in Section IV, the Parties agree to modify this Agreement to the extent necessary to conform to the Court's order or condition, in which case the remainder of the Agreement shall remain in full force and effect.

E. The invalidity or unenforceability of any of the provisions contained in this Agreement shall not render invalid or unenforceable any of the other provisions of this Agreement. If any provision of this Agreement or the application thereof to any person, organization or circumstances shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement or the application thereof to any person, organization or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

F. Each Party hereto hereby covenants and agrees not to bring any claim, action, suit, or proceeding against any other Party hereto, directly or indirectly relating in any way to the matters

settled and released hereby, and each Party further covenants and agrees that as of the Effective Date, this Agreement is a bar to any such claim, action, suit or proceeding.

G. Each of the Parties has investigated the facts pertaining to this Agreement as each deems necessary. The Parties understand that the facts with respect to which this Agreement is entered into may hereafter turn out to be other than or different from the facts now known or believed by them to be true, and each accepts and assumes the risk of the facts turning out to be different and agree that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

H. The Parties have been represented by private counsel of their own choice, and the Settlement and releases referred to herein are an arm's-length transaction.

I. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party for which he or she signs. Defendant warrants that it has obtained all necessary authorizations under organizational documents and under law to make this Agreement binding on Defendant.

J. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of California, without regard to its law concerning conflict of laws.

K. This Agreement may be executed in counterparts. Any signature made and transmitted electronically shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party transmitting such electronic signature.

L. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs and expenses in relation to the Action and this Agreement.

M. The Superior Court of the State of California, County of San Diego, will retain continuing jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure § 664.6.



IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: 2/13/2025



\_\_\_\_\_  
KEITH CALDWELL

Dated: \_\_\_\_\_

\_\_\_\_\_  
ASYA HUNTER

Dated: 2/13/2025 | 5:07 PM PST

IDENTITY INTELLIGENCE GROUP, LLC

DocuSigned by:  
  
5E69047A88374B3...

\_\_\_\_\_  
Name: Beth Cheeseman  
Title: General Counsel & Chief Compliance Officer

APPROVED AS TO FORM:

Dated: February 12, 2025

DOSTART HANNINK LLP



\_\_\_\_\_  
ZACH P. DOSTART  
Attorneys for Plaintiffs

Dated: February 13, 2024

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP



\_\_\_\_\_  
SHANNON Z. PETERSEN  
Attorneys for Defendant  
Identity Intelligence Group, LLC

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: \_\_\_\_\_

\_\_\_\_\_  
KEITH CALDWELL

Dated: 2/12/2025  
\_\_\_\_\_

\_\_\_\_\_  
*Asya Hunter*

\_\_\_\_\_  
ASYA HUNTER

Dated: \_\_\_\_\_

IDENTITY INTELLIGENCE GROUP, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Dated: February 12, 2025

DOSTART HANNINK LLP

\_\_\_\_\_  
*Zachary Paul Dostart*  
ZACH P. DOSTART

Attorneys for Plaintiffs

Dated: \_\_\_\_\_

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

\_\_\_\_\_  
SHANNON Z. PETERSEN

Attorneys for Defendant

Identity Intelligence Group, LLC

# Exhibit A

# YOU HAVE THE RIGHT TO REQUEST A MONETARY PAYMENT FROM A CLASS ACTION SETTLEMENT

Summary 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

**What is the Lawsuit about?** The Lawsuit alleges that Identity Intelligence Group, LLC (“Defendant”) charged certain California consumers for automatically renewing subscriptions under the tradename “IdentityIQ” without first presenting the consumer with the automatic renewal offer terms in a clear and conspicuous manner. Defendant denies the claims in 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 without any admission of liability or wrongdoing.

**What relief does the Settlement provide?** Defendant has agreed to pay the Settlement Amount of \$8,769,854.00. If the Court grants final approval of the Settlement, each Participating Class Member will be entitled to receive an equal, pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, class representative service payments, and expenses of settlement administration.

**What are my options?** If the Settlement is given final Court approval and becomes effective, all Class Members who stay in 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. If you are a Participating Class Member, you may select a method for transmittal of any settlement payment through the settlement website, [\[redacted\]](#), which can also be accessed through the following link:

[\[Insert action button to submit payment method\]](#)

If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[redacted\]](#). If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendant for any claims based on enrollment in, or charges for, automatic renewal subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by [\[redacted\]](#). The Long Form Class Notice, which is available on the settlement website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on [\[redacted\]](#) to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don’t have to.

**More information?** For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, including how to submit a claim, go to [\[redacted\]](#). You may also email the Settlement Administrator at [\[redacted\]](#) or call [1-800-xxx-xxxx](#).

# Exhibit B

**Caldwell v. Identity Intelligence Group, LLC**

*c/o CPT Group, Inc.*

*50 Corporate Park*

*Irvine, CA 92606*

PRESORTED  
First Class  
U.S. Postage  
PAID

CPT ID: <ID>

<Name>

<Address1> <Address2>

<City>, <State>, <Zip>

**YOU HAVE THE RIGHT TO REQUEST A MONETARY PAYMENT  
FROM A CLASS ACTION SETTLEMENT**

Summary 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

**What is the Lawsuit about?** The Lawsuit alleges that Identity Intelligence Group, LLC (“Defendant”) charged certain California consumers for automatically renewing subscriptions under the tradename “IdentityIQ” without first presenting the consumer with the automatic renewal offer terms in a clear and conspicuous manner. Defendant denies the claims in 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 without any admission of liability or wrongdoing.

**What relief does the Settlement provide?** Defendant has agreed to pay the Settlement Amount of \$8,769,854.00. If the Court grants final approval of the Settlement, each Participating Class Member will be entitled to receive an equal, pro-rata share of the Net Settlement Amount. The “Net Settlement Amount” is the Settlement Amount reduced by any sums awarded by the Court for attorneys’ fees, litigation expenses, any class representative service payments, and expenses of settlement administration.

**What are my options?** If the Settlement is given final Court approval and becomes effective, all Class Members who stay in 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. If you are a Participating Class Member, you may select a method for transmittal of any settlement payment through the settlement website, [REDACTED]

If you do not want to be legally bound by the Settlement, you must exclude yourself by [REDACTED]. If you exclude yourself from the Settlement, you will not receive any compensation from the Settlement, but you will retain whatever legal rights you may have against Defendant for any claims based on enrollment in, or charges for, automatic renewal or continuous service subscriptions. Any judgment entered by the Court will bind all Class Members who do not request exclusion. If you stay in the Settlement, you may object to it by [REDACTED]. The Long Form Class Notice, which is available on the settlement website, explains how to exclude yourself or object. If you do not request to be excluded from the Class, you may, if you so desire, enter an appearance through counsel. The Court will hold a hearing on [REDACTED] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for attorneys’ fees and costs, and for service awards to the class representatives. You may appear at the hearing, but you don’t have to.

**More information?** For complete information about the Settlement and its terms, to view the Long Form Class Notice, Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, including how to submit a claim, go to [REDACTED]. You may also email the Settlement Administrator at [REDACTED] or call 1-800-xxx-xxxx.

# Exhibit C



**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: [\[redacted\]](#).

**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 [REDACTED], 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 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. 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 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 [redacted] 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, and telephone number, 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 <<Date>>. 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, Inc. Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: [redacted]. 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 Claim Form 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 must do so 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 <<Date>>. 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, and current telephone number, 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. 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 Claim Form 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, 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 [REDACTED] at [REDACTED] .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/civilcivirtualhearings>, 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

Settlement Administrator

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Tel: [REDACTED]

Email: [REDACTED]

Class Counsel

Dostart Hannink LLP

4225 Executive Square, Ste. 600

La Jolla, CA 92037

Tel: (858) 623-4265

Email: [cklobucar@sdlaw.com](mailto:cklobucar@sdlaw.com)