

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

<b>Federal Trade Commission,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
v.	)	
	)	
<b>LifeLock, Inc.</b>	)	
<b>a corporation; Robert J. Maynard, Jr.,</b>	)	<b>Civil No.</b>
<b>individually and as an officer of LifeLock,</b>	)	
<b>Inc.; and</b>	)	<b>STIPULATED FINAL JUDGMENT AND</b>
<b>Richard Todd Davis,</b>	)	<b>ORDER FOR PERMANENT</b>
<b>individually and as an officer of</b>	)	<b>INJUNCTION AND OTHER</b>
<b>LifeLock, Inc.,</b>	)	<b>EQUITABLE RELIEF AS TO</b>
	)	<b>DEFENDANTS LIFELOCK AND DAVIS</b>
<b>Defendants.</b>	)	
	)	

**STIPULATED FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF AS TO DEFENDANTS LIFELOCK AND DAVIS**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), has concurrently filed its Complaint, which alleges that Defendants LifeLock, Inc. (“LifeLock”), Robert J. Maynard, Jr. (“Maynard”), and Richard Todd Davis (“Davis”) have engaged in violations of Section 5 of the FTC Act, 15 U.S.C. § 45. The Commission and Defendants LifeLock and Davis (“Settling Defendants”) have agreed to the entry of this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief (“Order”) to resolve all matters in dispute in this action without trial or adjudication of any issue of law or fact herein and without Settling Defendants admitting the truth of, or liability for, any of the matters alleged in the Complaint. Settling Defendants have waived service of the Summons and Complaint.

**THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as

follows:

**FINDINGS**

1. This Court has jurisdiction over the subject matter of this case and over Settling Defendants LifeLock and Davis.

2. Venue in this district is proper under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C. § 53(b).

3. The acts and practices of Settling Defendants are in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

4. The Complaint states claims upon which relief may be granted against Settling Defendants under Sections 5 and 13(b) of the FTC Act, 15 U.S.C. §§ 45 and 53(b).

5. Settling Defendants make no admission to the allegations in the Complaint, other than the jurisdictional facts.

6. Settling Defendants waive: (a) all rights to seek appellate review or otherwise challenge or contest the validity of this Order; (b) any claim they may have against the Commission, its employees, representatives, or agents that relate to the matter stated herein; (c) all claims under the Equal Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996); and (d) any rights to attorneys’ fees that may arise under said provision of law.

7. Settling Defendants have entered into this Order freely and without coercion, and they acknowledge that they have read the provisions of this Order and are prepared to abide by them.

8. Entry of this Order is in the public interest.

9. LifeLock is concurrently agreeing to orders resolving related complaints brought by the Attorneys General of the States of Alaska, Arizona, California, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Mississippi, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, and West Virginia (the “Participating States”). These state orders will require LifeLock to pay \$1 million to the Office of the Attorney General of Illinois for distribution among the Participating States.

#### **DEFINITIONS**

1. “Individual Defendant” shall mean Davis.
2. “Corporate Defendant” shall mean LifeLock, Inc. and its successors and assigns.
3. “Settling Defendants” shall mean Individual Defendant and Corporate Defendant, individually, collectively, or in any combination.
4. “Personal information” shall mean individually identifiable information from or about an individual consumer including, but not limited to: (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name, that reveals an individual’s email address; (d) a telephone number; (e) a Social Security number; (f) credit or debit card information, including card number, expiration date, and/or data stored on the magnetic strip of a credit or debit card; (g) checking account information, including the ABA routing number, account number, and/or check number; (h) a driver’s license, military, or state identification number; (i) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an

individual consumer; or (j) any information that is combined with any of (a) through (i) above.

5. “Subscribing Consumer” shall mean any person or entity that paid for Corporate Defendant’s service at any time between April 1, 2005 and March 31, 2009.

**ORDER**

**I. PROHIBITED BUSINESS ACTIVITIES**

**IT IS ORDERED** that Settling Defendants and their officers, agents, servants, and employees and all persons in active concert or participation with any of them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, are hereby permanently restrained and enjoined from:

A. in connection with the advertising, distributing, promoting, offering for sale, or sale of any product, service, or program designed for the purpose of preventing, mitigating, or recovering from any form of identity theft as defined in 18 U.S.C. § 1028, misrepresenting in any manner, expressly or by implication:

1. that such product, service, or program provides complete protection against all forms of identity theft by making customers’ personal information useless to identity thieves;
2. that such product, service, or program prevents unauthorized changes to customers’ address information;
3. that such product, service, or program constantly monitors activity on each of its customers’ consumer reports;
4. that such product, service, or program ensures that a customer will always receive a phone call from a potential creditor before a new credit account

- is opened in the customer's name;
5. the means, methods, procedures, effects, effectiveness, coverage, or scope of such product, service, or program;
  6. the risk of identity theft to consumers;
  7. whether a particular consumer has become or is likely to become a victim of identity theft; and/or
  8. the opinions, beliefs, findings, or experiences of an individual or group of consumers related in any way to any such product, service, or program.

Such products, services, or programs include, but are not limited to, the placement of fraud alerts on behalf of consumers, searching the internet for consumers' personal data, monitoring commercial transactions for consumers' personal data, identity theft protection for minors, and guarantees of any such products, services, or programs.

B. misrepresenting in any manner, expressly or by implication, the manner or extent to which they maintain and protect the privacy, confidentiality, or security of any personal information collected from or about consumers.

## **II. INFORMATION SECURITY PROGRAM**

**IT IS FURTHER ORDERED** that Corporate Defendant and any business entity that Individual Defendant controls, directly or indirectly, which collects, maintains, or stores personal information from or about consumers, shall, upon operation of this business, establish and implement, and thereafter maintain, a comprehensive information security program that is designed to protect the security, confidentiality, and integrity of personal information collected from or about consumers. Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards

appropriate to the entity's size and complexity, the nature and scope of the entity's activities, and the sensitivity of the personal information collected from or about consumers, including:

A. the designation of an employee or employees to coordinate and be accountable for the information security program;

B. the identification of material internal and external risks to the security, confidentiality, and integrity of personal information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and assessment of the sufficiency of any safeguards in place to control these risks. At a minimum, this risk assessment should include consideration of risks in each area of relevant operation, including, but not limited to, (1) employee training and management, (2) information systems, including network and software design, information processing, storage, transmission, and disposal, and (3) prevention, detection, and response to attacks, intrusions, or other systems failure;

C. the design and implementation of reasonable safeguards to control the risks identified through risk assessment, and regular testing or monitoring of the effectiveness of the safeguards' key controls, system, and procedures;

D. the development and use of reasonable steps to retain service providers capable of appropriately safeguarding personal information received from Settling Defendants and requiring service providers by contract to implement and maintain appropriate safeguards; and

E. the evaluation and adjustment of Settling Defendants' information security program in light of the results of the testing and monitoring required by Subsection C of this Section, any material changes to Settling Defendants' operations or business arrangements, or any other circumstances that Settling Defendants know or have reason to know may have a

material impact on the effectiveness of their information security program.

### **III. BIENNIAL ASSESSMENT REQUIREMENTS**

A. **IT IS FURTHER ORDERED** that Corporate Defendant and any business entity that Individual Defendant controls, directly or indirectly, which collects, maintains, or stores personal information from our about consumers, shall, in connection with their compliance with Section II of this Order, obtain initial and biennial assessments and reports (“Assessments”) from a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession. The reporting period for the Assessments shall cover: (1) the first one hundred eighty days after service of the Order for the initial Assessment; and (2) each two (2) year period thereafter for twenty (20) years after service of the Order for the biennial Assessments. Each Assessment shall:

1. set forth the specific administrative, technical, and physical safeguards implemented and maintained during the reporting period;
2. explain how such safeguards are appropriate to Settling Defendants’ size and complexity, the nature and scope of Settling Defendants’ activities, and the sensitivity of the personal information collected from or about consumers;
3. explain how the safeguards that have been implemented meet or exceed the protections required by Section II of this Order; and
4. certify that Settling Defendants’ security program is operating with sufficient effectiveness to provide reasonable assurance that the security, confidentiality, and integrity of personal information is protected and has so operated throughout the reporting period.

B. Each Assessment shall be prepared and completed within sixty (60) days after the

end of the reporting period to which the Assessment applies by a person qualified as a Certified Information System Security Professional (CISSP) or as a Certified Information Systems Auditor (CISA); a person holding Global Information Assurance Certification (GIAC) from the SysAdmin, Audit, Network, Security (SANS) Institute; or a similarly qualified person or organization approved by the Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

C. Settling Defendants shall provide the initial Assessment within ten (10) days after the Assessment has been prepared. All subsequent biennial Assessments shall be retained by Settling Defendants until the Order is terminated and provided to the Commission within ten (10) days of request.

#### **IV. CONSUMER REDRESS**

**IT IS FURTHER ORDERED** that:

A. Judgment in the amount of \$35,000,000.00 is hereby entered jointly and severally against Settling Defendants. Full payment for the foregoing judgment is suspended, subject to the following conditions:

1. Corporate Defendant shall pay eleven million dollars (\$11,000,000), which Corporate Defendant represents their undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment shall be made within seven days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.
2. Individual Defendant shall pay ten thousand dollars (\$10,000), which Individual Defendant represents their undersigned counsel holds in escrow

for no purpose other than payment to the Commission. Such payment shall be made within seven days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

B. In the event of any default in payment, which default continues for ten (10) days beyond the due date of payment, the entire unpaid amount, together with interest, as computed pursuant to 28 U.S.C. § 1961 from the date of default to the date of payment, shall immediately become due and payable.

C. All funds paid to the FTC pursuant to the Order shall be deposited into an account administered by the Commission or its agent to be used for equitable relief which will include, but not be limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. Acceptance of redress from the FTC shall constitute an acknowledgment by the consumer that, to the extent that the consumer makes a subsequent claim, the defendant is entitled to deduct the amount of the redress received from the FTC from any other or additional redress ordered. Upon completion of consumer redress, Commission shall supply to Defendants the names of consumers that received redress and the amount received. In the event that funds remain after redress is attempted, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Settling Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Settling Defendants shall have no right to challenge the Commission's choice of remedies under this Section. Settling Defendants shall have no right to contest the manner of distribution chosen by the Commission.

D. Settling Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Settling Defendants shall make no claim to or demand return of the funds, directly or indirectly, through counsel or otherwise.

E. Settling Defendants agree that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including but not limited to a nondischargeability complaint in any bankruptcy case. Settling Defendants further stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to, and that this Order shall have collateral estoppel effect for purposes of, Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A).

F. Settling Defendants shall, within ten (10) days of the date of entry of this Order, provide to the Commission, an encrypted file containing, in Access database format, for each Subscribing Consumer: (1) the consumer's name; (2) most recent known mailing address, e-mail address, and telephone number; (3) the beginning and end date for the consumer's subscription to the service; and (4) the monthly rate paid by the consumer. The database shall be formatted with a separate field for each piece of information requested, and, for the mailing address, separate fields for street number, building/apartment number, city, state, and zip code. Settling Defendants shall cooperate in good faith with the Commission or its representative to obtain and provide any additional information required to administer consumer redress and take all reasonable steps to ensure that all data provided is accurate, up-to-date, and in a secure and useable format. In the event the Defendants fail to provide data that is accurate, up-to-date, and in a secure and useable format, the Commission may apply any remaining funds for such other

equitable relief (including consumer information remedies) as it determines to be reasonably related to Settling Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement.

#### **V. RIGHT TO REOPEN AS TO MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that the Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy and completeness of Settling Defendants' sworn financial statements and supporting documents submitted to the Commission, which include material information upon which the Commission relied in negotiating and agreeing to this Order. If, upon motion by the Commission, this Court finds that any Settling Defendant has failed to disclose any material asset, or materially misstated the value of any asset in the financial statements and information submitted to the Commission, or has made any other material misstatement or omission in the financial statements and related documents described above, then this Order shall be reopened and suspension of the judgment against that particular Settling Defendant shall be lifted for the purpose of requiring payment in the full amount of the judgment (\$35,000,000). Provided, however, that in all other respects this Order shall remain in full force and effect, unless otherwise ordered by the Court.

#### **VI. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of (i) monitoring and investigating compliance with any provision of this Order, and (ii) investigating the accuracy of any Settling Defendant's financial statements upon which the Commission's agreement to this Order is expressly premised:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Settling Defendants each shall submit additional written reports, which are true

and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Settling Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;

2. posing as consumers and suppliers to Settling Defendants, their employees, or any other entity managed or controlled in whole or in part by any Settling Defendant, without the necessity of identification of prior notice; and

C. Settling Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

*Provided however*, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. § § 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

## VII. COMPLIANCE REPORTING

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order for Corporate Defendant and a period of three (3) years from the date of entry of this Order for Individual Defendant,

1. Individual Defendant shall notify the Commission of the following:

- a. Any changes in Individual Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of the change;
- b. Any changes in Individual Defendant's employment status (including self-employment), and any change in Individual Defendant's ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Individual Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of Individual Defendant's duties and responsibilities in connection with the business or employment; and
- c. Any changes in Individual Defendant's name or use of any aliases or fictitious names.

2. Settling Defendants shall notify the Commission of any changes in structure of Corporate Defendant or any business entity that any Defendant directly or indirectly controls, or has ownership interest in, that may affect compliance obligations under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that

engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the business entity which a Defendant learns less than thirty (30) days prior to the date such action is to take place, such Defendant shall notify the Commission as soon as practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years for Corporate Defendant and three (3) years for Individual Defendant, Settling Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. For Individual Defendant:
  - a. Individual Defendant's then-current residence address, mailing address, and telephone numbers;
  - b. Individual Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Individual Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Individual Defendant's duties and responsibilities in connection with the business or employment; and
  - c. Any other changes required to be reported under Subsection A of this Section.

2. For all Settling Defendants:
  - a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled “Distribution of Order;”
  - b. Any other changes required to be reported under Subsection A of this Section.

C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Settling Defendants shall, unless otherwise directed by the Commission’s authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Room NJ-2122  
Washington, D.C. 20580  
RE: FTC v. LifeLock, Inc.

*Provided* that, in lieu of overnight courier, Settling Defendants may send such reports or notifications by first-class mail, but only if Settling Defendants contemporaneously send an electronic version of such report or notification to the Commission at: [DEBrief@ftc.gov](mailto:DEBrief@ftc.gov).

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Defendant.

## **VIII. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that Settling Defendants and their agents, employees, officers, corporations, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, in connection with, are hereby restrained and enjoined from failing to create and retain the following records for the following

periods:

A. For a period of eight (8) years from the date of entry of this Order for Corporate Defendant and six (6) years from the date of entry of this Order for Individual Defendant, the following records in connection with the sale or provision of products or services related to identity theft:

1. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
2. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
3. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
4. Complaints and refund requests (whether received directly, indirectly, or through any third party) and any responses to those complaints or requests;
5. Copies of all sales scripts, training materials, advertisements, or other marketing materials;
6. Any documents, whether prepared by or on behalf of Settling Defendants, that contradict, qualify, or call into question Settling Defendants'

compliance with Sections I, II, and III of this Order; and

7. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled “Distribution of Order” and “Acknowledgment of Receipt of Order” and all reports submitted to the FTC pursuant to the Section titled “Compliance Reporting;”

B. For a period of three (3) years after the date of preparation of each Assessment required under the Section titled “Biennial Assessment Requirements”: All materials relied upon to prepare the Assessment, whether prepared by or on behalf of any Settling Defendant, including but not limited to all plans, reports, studies, reviews, audits, audit trails, policies, training materials, and assessments, and any other materials relating to Settling Defendants’ compliance with the Section titled “Biennial Assessment Requirements.”

## **IX. DISTRIBUTION OF ORDER**

**IT IS FURTHER ORDERED** that for a period of five (5) years from the date of entry of this Order for Corporate Defendant and three (3) years from the date of entry of this Order for Individual Defendant, Settling Defendants shall deliver copies of the Order as directed below:

A. Corporate Defendant: Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to

them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.

B. Individual Defendant as Control Person: For any business that Individual Defendant controls, directly or indirectly, or in which Individual Defendant has a majority ownership interest, Individual Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.

C. Individual Defendant as employee or non-control person: For any business where Individual Defendant is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, such Individual Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct.

D. Settling Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

#### **X. ACKNOWLEDGMENT OF RECEIPT OF THIS ORDER**

**IT IS FURTHER ORDERED** that each Defendant, within five (5) business days of

receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

#### **XI. COOPERATION WITH COMMISSION COUNSEL**

**IT IS FURTHER ORDERED** that the Settling Defendants shall, in connection with this action or any subsequent investigation related to or associated with the transaction or the occurrences that are the subject of the Complaint, cooperate in good faith with the Commission and appear at such places and times as the Commission shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the Commission. If requested in writing by the Commission, the Settling Defendants shall appear or cause their officers, employees, representatives or agents to appear, and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

#### **XII. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

#### **XIII. COSTS AND ATTORNEYS' FEES**

**IT IS FURTHER ORDERED** that each party shall bear its own costs and attorneys' fees incurred in connection with this action.

#### **XIV. NOTICE OF ENTRY OF ORDER**

**IT IS FURTHER ORDERED** that entry in the docket of this Order by the Clerk of Court shall constitute notice to Settling Defendants of the terms and conditions of this Order, and that Settling Defendants waive all rights to contest in any future proceeding whether Settling Defendants were properly served with this Order.

The parties hereby stipulate to the entry of the foregoing Order, which shall constitute a final Order in this action.

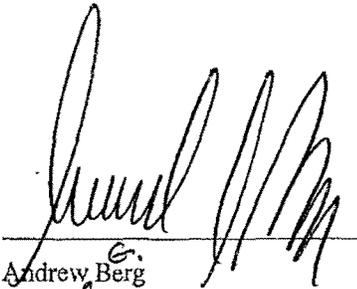
**IT IS SO ORDERED:**

STIPULATED AND AGREED TO BY:

FOR DEFENDANT LIFELOCK:

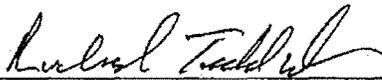
  
2/23/10

Richard Todd Davis  
Chief Executive Officer  
LifeLock, Inc.

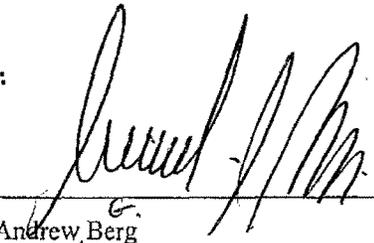
  
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(202) 331-3181  
berga@gtlaw.com

FOR DEFENDANT RICHARD TODD DAVIS:

  
2/23/10

Richard Todd Davis

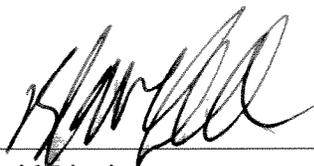
  
2/23/10

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**FOR PLAINTIFF FEDERAL TRADE COMMISSION**

Willard K. Tom  
General Counsel

Maneesha Mithal  
Associate Director  
Division of Privacy and Identity Protection



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David Lincicum  
Burke Kappler  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Mail Stop NJ-8122  
Washington, DC 20580  
(202) 326-3224 (general)  
(202) 326-2773 (Lincicum)  
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