

If you shopped online at Lime Crime (LimeCrime.com), your rights may be affected and you could receive benefits from a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

A Settlement has been reached with Lime Crime, Inc. (“Lime Crime”) in a class action lawsuit related to the discovery of unauthorized malicious software on a server which stored certain personally identifiable information of its customers (the “Incident”). Potentially affected customers were sent a written notification from Lime Crime in or after February 2015 (the “Incident Notice”). Lime Crime denies all of the allegations in the lawsuit. The Court has not decided who is right.

- You may be included in this Settlement and eligible for benefits if you received an Incident Notice from Lime Crime in or after February 2015.
- If you are included, you are eligible for a monetary payment not to exceed \$44 and a coupon for 15% off a one-time purchase from Lime Crime.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM DEADLINE: APRIL 9, 2018	If you submit a Claim Form, you will give up the right to sue Lime Crime in a separate lawsuit about the legal claims this Settlement resolves.
ASK TO BE EXCLUDED DEADLINE: FEBRUARY 22, 2018	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Lime Crime related to the legal claims this Settlement resolves. However, you will give up the right to receive benefits from this Settlement.
OBJECT TO THE SETTLEMENT DEADLINE: FEBRUARY 22, 2018	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement.
GO TO A HEARING ON FEBRUARY 26, 2018	You may ask to appear and speak to the Court about the fairness of the Settlement. The date of this hearing may change without further notice. Settlement Class Members should check the Settlement Website and the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at https://www.pacer.gov/ to confirm that the date of the Final Approval Hearing has not been changed.
DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you may not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Lime Crime about the legal claims resolved by this Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why was this Notice issued?	
2. What is this lawsuit about?	
3. Why is this case a class action?	
4. Why is there a settlement?	
WHO IS INCLUDED IN THE SETTLEMENT	PAGE 3
5. How do I know whether I am part of the Settlement?	
6. Are there exceptions to being included?	
7. What if I am still not sure whether I am included in the Settlement?	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 4
8. What does the Settlement provide?	
9. How will the Settlement Fund be distributed?	
10. How much will my payment be?	
HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM	PAGE 5
11. How do I get benefits?	
12. When would I receive my benefits?	
13. What rights am I giving up to receive benefits or stay in the Settlement Class?	
14. What are the Released Claims?	
THE LAWYERS REPRESENTING YOU	PAGE 6
15. Do I have a lawyer in this case?	
16. How will the lawyers be paid?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
17. How do I exclude myself from (get out of) the Settlement?	
18. If I exclude myself, can I still get benefits from this Settlement?	
19. If I do not exclude myself, can I sue Lime Crime for the same claims later?	
OBJECTING TO THE SETTLEMENT	PAGE 7
20. How do I tell the Court that I do not like the Settlement?	
21. May I come to Court to speak about my objection?	
22. What is the difference between objecting to the Settlement and asking to be excluded from it?	
THE COURT’S FINAL APPROVAL HEARING	PAGE 8
23. When and where will the Court decide whether to approve the Settlement?	
24. Do I have to come to the hearing?	
25. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 8
26. What happens if I do nothing?	
GETTING MORE INFORMATION	PAGE 8
27. How do I get more information?	

BASIC INFORMATION

1. Why was this Notice issued?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Philip S. Gutierrez of the United States District Court for the Central District of California is overseeing this class action. The case is known as *Koenig v. Lime Crime, Inc.* (United States District Court Case No. 2:16-cv-00503-PSG (C.D. Cal.) (the “Action”). The people that filed this Action are called the “Plaintiffs” and the company they sued, Lime Crime, is called the “Defendant.”

2. What is this lawsuit about?

In February of 2015, Lime Crime announced that it discovered an unauthorized installation of malicious software on the third party computer server hosting Lime Crime’s website which stored certain personally identifiable information (“PII”) of its customers (the “Incident”) and that the malware could have affected the information of customers that used their payment cards on Lime Crime’s website between October 4, 2014 and February 15, 2015. In February 2015, Lime Crime sent Incident Notices to potentially affected customers to notify them of the Incident and offer one year of complimentary identify protection and fraud resolution. The lawsuit claims that Lime Crime maintained inadequate data security practices and delayed notifying customers of the Incident. Defendant Lime Crime denies all of the allegations made in the Action.

3. Why is this case a class action?

In a class action, one or more people called Plaintiffs or Class Representatives (in this case, Tessa Koenig, Nila Cabistan, Jennie Holguin, Samantha Rex, Ana Sandez, Zenia Pavia, Amirah Husbands, and Pearl Amaechi) sue on behalf of themselves and other people who have similar claims. The people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

If you received a notice via mail or email, Lime Crime’s records indicate that you are included in the Settlement Class. More specifically, the Settlement Class includes all persons and entities to whom Lime Crime sent an Incident Notice.

6. Are there exceptions to being included?

Yes. The Settlement does not include any judge presiding over this matter and any members of their first degree relatives, judicial staff, the officers and directors of Lime Crime, and persons who timely and validly request exclusion from the Settlement Class.

7. What if I am still not sure whether I am included in the Settlement?

If you are not sure whether you are included, call 1-866-652-8229, go to www.LCSettlement.com or write to one of the lawyers listed in Question 15 below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides coupons, payments and additional data security measures. First, Lime Crime will establish a \$110,000 Settlement Fund to be distributed to Settlement Class Members. Each Class Member is entitled to receive a payment not to exceed \$44 if a timely and valid claim is filed. If the number of Eligible Claimants who file a claim exceeds 2,500, the amount of funds distributed to each Eligible Claimant will be reduced on a pro rata basis. Second, all Settlement Class Members will receive a coupon for 15% off of a one-time purchase on Lime Crime's website. The coupon code was included in the Notice sent to each Settlement Class Member. Finally, Lime Crime has agreed to implement certain data security measures, if it has not already done so, including expedited compliance with industry standards, designation of a Chief Information Security Officer, certain risk assessment and monitoring procedures, continued updates regarding to its privacy policy, and the selection and retention of service providers capable of maintaining appropriate security.

9. How will the Settlement Fund be distributed?

The \$110,000 will be used to pay Settlement Class Members who file a valid and timely claim. The Settlement Fund will be divided evenly between all Eligible Claimants who submit a timely Claim Form. The maximum amount any one Eligible Claimant may receive is \$44. If funds are left in the Settlement Fund, they may be distributed on a pro rata basis to those Eligible Claimants who failed to submit a timely Claim Form. If any Settlement Funds still remain after these distributions, then the remaining Settlement Funds will be distributed to the UC Berkeley School of Information, Center for Long-Term Cybersecurity as approved by the Court.

10. How much will my payment be?

If you submit a valid Claim Form, you can receive a cash payment up to \$44. Actual payment amounts will be based on the total number of valid Claim Forms received and the balance of the Settlement Fund allocations. If necessary, payment amounts may be reduced proportionately to ensure Eligible Claimants who submit a valid Claim Form receive a distribution. Any money remaining in the Settlement Fund after making payments to Eligible Claimants who file a valid Claim Form may be distributed on a pro rata basis to Eligible Claimants who did not submit a timely Claim Form.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get benefits?

To receive the settlement cash benefit, you must complete and submit a Claim Form. A Claim Form may be submitted by U.S. Mail. Claim Forms may also be submitted online or downloaded and printed from the case settlement website, www.LCSettlement.com. Claim Forms are also available by calling 1-866-652-8229, or by writing to the Settlement Administrator. Claim Forms must be postmarked by **April 9, 2018**, if submitted by mail or submitted online by **April 9, 2018**. The coupon code for the 15% off an online purchase at the Lime Crime website was included with the Notice sent to each Settlement Class Member.

12. When would I receive my benefits?

The Court will hold a Final Approval Hearing, currently scheduled for **February 26, 2018**, to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. The Settlement Fund will be distributed to Settlement Class Members who submit valid Claim Forms as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

13. What rights am I giving up to receive benefits or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Lime Crime about the legal issues in this case, but you will be able to receive a 15% coupon for a one-time purchase on Lime Crime's website and submit a Claim Form to receive a payment from this Settlement. The rights you are giving up are called Released Claims.

14. What are the Released Claims?

Generally, if and when the Settlement becomes final, the Class Representatives and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class, and each of their respective heirs, assigns, beneficiaries, and successors, will permanently release Lime Crime and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, vendors, servicers, predecessors, successors, and assigns of each of them (the "Released Parties") from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Incident that were or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) any alleged theft, exposure or disclosure of Settlement Class Members' PII; (2) Lime Crime's maintenance and storage of Settlement Class Members' PII; (3) Lime Crime's information security policies and practices; and (4) Lime Crime's Incident Notice to Settlement Class Members, and its handling of notices during the Incident Notice Period.

The specific claims you will be releasing are described in paragraphs 64–69 of the Settlement Agreement, available at www.LCSettlement.com.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. Judge Gutierrez appointed William B. Federman and Joshua D. Wells of Federman & Sherwood as “Class Counsel” and Robert S. Green and James Robert Noblin of Green & Noblin, P.C., and Cornelius P. Dukelow of Abington Cole and Ellery as “Plaintiffs’ Counsel” to represent you and other Settlement Class Members. You will not be personally charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel and Plaintiffs’ Counsel will ask the Court for attorneys’ fees, costs, and expenses of up to \$140,000, as well as up to a total of \$8,000 in service awards for the Settlement Class Representatives. The Court may award less than these amounts. All of the Court-approved amounts, as well as the costs of administering the Notice, attorneys’ fees, costs and expenses, and claims program, will be paid separately by Lime Crime and not reduce the amount of money or payments available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Lime Crime about the legal claims in this case, and you do not want to receive benefits from this Settlement, you must take steps to get out of the Settlement. This is called excluding yourself or opting out of the Settlement.

17. How do I exclude myself from (get out of) the Settlement?

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator. Your request for exclusion must include: (1) your full name; (2) your email address and current mailing address; (3) a statement indicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered in connection with this Settlement; (4) the name and number of this case, *Koenig v. Lime Crime, Inc.*, U.S.D.C. Case No. 2:16-cv-00503-PSG (C.D. Cal.); (5) a complete list of any class action settlements you have objected to previously; and (6) your signature. Your request for exclusion must be mailed to the Settlement Administrator at the address below and postmarked no later than **February 22, 2018**:

Koenig v. Lime Crime, Inc. Settlement Administrator
c/o KCC Class Action Services, LLC
P.O. Box 404016
Louisville, KY 40233-4016

18. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You can only get benefits if you stay in the Settlement and submit a valid Claim Form.

19. If I do not exclude myself, can I sue Lime Crime for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue Lime Crime and the Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* Action to start or continue with your own lawsuit or be part of any other lawsuit against Lime Crime or any of the Released Parties about the legal claims resolved by this Settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or any part of it.

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must submit a letter via First Class U.S. Mail saying that you object to the settlement of *Koenig v. Lime Crime, Inc.*, U.S.D.C. Case No. 2:16-cv-00503-PSG (C.D. Cal.). Your objection must also include: (1) your full name, address, email address, and telephone number; (2) an explanation of why you believe you are a Settlement Class Member; (3) the reasons why you object to the Settlement, including any supporting documents; (4) the name, address and telephone number of the attorney representing you in your objection (if applicable), including any former or current counsel who may be entitled to compensation for any reason related to your objection; (5) a statement indicating whether you and/or your attorney intends to appear at the Final Approval Hearing; (6) a list of all witnesses who you will call to testify at the Final Approval Hearing; (7) the number of objections you have filed in class action settlements in the past five years, including the caption for each case and related orders issued; (8) the number of objections your counsel's law firm has filed in class action settlements in the past five years, including the caption for each case and related orders issued; (9) any agreements, made between you and your counsel and any other person or entity, related to the objection; and (10) your personal signature.

Your objection must be mailed to all three addresses below postmarked on or before **February 22, 2018**. The Court also accepts filing electronically through the Public Access to Court Electronic Records (PACER) system. Any objection filed electronically with the Court must be filed by **February 22, 2018**.

Clerk of the Court	Class Counsel	Counsel for Defendant
Roybal Federal Building and United States Courthouse Courtroom 880, 8th Floor 255 E. Temple Street Los Angeles, CA 90012	William B. Federman Joshua D. Wells FEDERMAN & SHERWOOD 10205 North Pennsylvania Avenue Oklahoma City, OK 73120	Mark C. Mao Sheila M. Pham TROUTMAN SANDERS LLP 580 California Street, Suite 1100 San Francisco, CA 94104 -and- Ronald I. Raether, Jr. TROUTMAN SANDERS LLP 5 Park Plaza, Suite 1400 Irvine, CA 92614-2545

21. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, your objection must include the information required above. Remember, your objection must be filed electronically or postmarked by **February 22, 2018** and sent to all three addresses in Question 20.

22. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain a member of the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **1:30 p.m.** on **February 26, 2018** in Courtroom 6A on the 6th floor, located at 350 W. 1st Street, Los Angeles, California 90012. The date of this hearing may change without further notice. Settlement Class Members should check the Settlement Website and the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.pacer.gov/> to confirm that the date of the Final Approval Hearing has not been changed. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel and Plaintiffs' Counsel's request for an award of attorneys' fees, expenses and costs, as well as the Class Representatives service awards. If there are objections, the Court will consider them. Judge Gutierrez will listen to people who have asked to speak at the hearing (*see* Question 21 above). After the hearing, the Court will decide whether to approve the Settlement.

24. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Gutierrez may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

25. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (*see* Question 21 above).

IF YOU DO NOTHING

26. What happens if I do nothing?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in Question 14, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lime Crime and the Released Parties about the legal issues in this case. In addition, you will not receive any benefits from the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.LCSettlement.com. Additional information is also available by calling 1-866-652-8229 or by writing to *Koenig v. Lime Crime, Inc.* Settlement Administrator, c/o KCC Class Action Services, LLC, P.O. Box 404016, Louisville, KY 40233-4016. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.