

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement,” “Agreement,” or “Settlement”)¹ is entered into between Plaintiffs, Daniel Sullen and Joshua Renfro, on behalf of themselves individually and as the representatives of classes of Persons defined below (“Plaintiffs”), and Vivint, Inc. (“Vivint” or “Defendant”). Plaintiffs and Vivint are collectively referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, on October 30, 2023, Plaintiffs filed a putative class action lawsuit in the Circuit Court of Jefferson County, Alabama, captioned *Sullen, et al. v. Vivint, Inc.*, Case No. 01-CV-2023-903893 (the “Litigation”);

WHEREAS, in the Litigation, Plaintiffs contend that Vivint violated the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*, as well as Alabama state law, by allegedly accessing and using their credit information without authorization or consent in order to create accounts for home security services, in addition to subjecting some unauthorized accounts to collection attempts;

WHEREAS, Plaintiffs and Defendant have engaged in settlement discussions, including without waiver numerous mediation sessions (both in person and electronically) and calls with Lee Copeland, Esq. serving as impartial mediator, to determine whether they could reach a consensual resolution of the Litigation;

WHEREAS, The Parties agree that by having both Plaintiffs serve as Class Representative (defined in Section 1.15 below), they better protect the class and ensure adequacy;

¹ Unless otherwise stated, capitalized terms shall have the meanings ascribed to them in Section 1 of this Settlement Agreement.

WHEREAS, Plaintiffs and Defendant have reached an agreement in principle to resolve the Litigation;

WHEREAS, Plaintiffs' attorneys have thoroughly investigated the relevant facts regarding Defendant's account creation, billing, and collection; Defendant's policies, practices, and procedures regarding the same; and the law relating to the Litigation, before determining whether the Litigation should be resolved by entering into this Settlement Agreement;

WHEREAS, Defendant denies all liability for the claims asserted in the Litigation;

WHEREAS, without admitting or conceding any wrongdoing or liability, and solely for the purpose of avoiding the inconvenience, expense, and risk of further litigation, Vivint has agreed to settle all claims, demands, and liabilities between Defendant, on the one hand, and Plaintiffs, and the Settlement Class, on the other, including all claims that have been asserted, or could have been asserted, in the Litigation; and

WHEREAS, Plaintiffs and their counsel believe that the claims asserted in the Litigation have merit, but they have concluded that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the Litigation, considering (1) the benefits to the Settlement Class under this Settlement, (2) Defendant's demonstrated willingness to vigorously oppose class certification and the merits of Plaintiffs' claims if the Litigation is not settled, and (3) the attendant risks, costs, uncertainties, and delays of proceeding with the Litigation.

NOW, THEREFORE, it is agreed, by and among the undersigned, that the Litigation shall be settled on the terms and conditions set forth herein, subject to judicial approval.

1. DEFINITIONS

1.1. "Address Data" shall have the meaning ascribed to it in Section 2.6(b)(4).

1.2. “Administration Costs” shall mean (i) the costs and expenses associated with the production, dissemination, and publication of the Class Notice, (ii) the costs and expenses of the Settlement Administrator and Claims Referee in effectuating this Agreement (but not the costs of the Mediation), and (iii) any other costs associated with the Settlement of this Litigation (other than Plaintiffs’ Service Awards and attorneys’ fees and expenses (including costs) sought by Class Counsel).

1.3. “Agreement Execution Date” shall mean the date on which the final signature is affixed below to execute this Settlement Agreement.

1.4. “Approved Claims” shall mean the aggregate of all claims submitted by Settlement Class Members in accordance with the Final Order and Judgment and approved by the Settlement Administrator, after any review and challenge procedures as provided in Section 2.6(c).

1.5. “Attorneys’ Fee Order” shall mean the Court’s order on the Fee and Expense Application as contemplated in Section 8.1.

1.6. “Claim Form” shall mean the form that Settlement Class Members are required to submit (either electronically via the settlement website or email, or by mail) to the Settlement Administrator in order to receive a distribution from the Settlement Fund, which is identical in all material respects to that attached hereto as Exhibit 3. The Claim Form will require claimants to:

- i. fully complete, sign, and attest under penalty of perjury that the information is “True and Accurate”;
- ii. declare that he or she (1) did not authorize Vivint to access his or her consumer report information; (2) did not authorize Vivint to create an account in his or her name; and (3) were subjected to collections on an unauthorized account; and,
- iii. include (1) first and last name (and middle initial), (2) date of birth, (3) street address, city, state, and zip for each address at which he or she resided, owned in part or in whole, or with which he or she was associated during the Class Period, and (4) other contact information (email address and

phone numbers).

The Claim Form will further inform claimants that “You may submit only one claim form. Submitting more than one claim form will not increase your compensation under the Settlement Agreement.” For Claim Forms sent to a recipient of Direct Notice only, the Settlement Administrator shall assign a unique number (e.g., Claim 1) (a “Claim Number”). The assignment of a Claim Number shall have no impact on the process outlined in Section 2, including without waiver the process for determining whether a Claimant has submitted a claim deemed an Approved Claim, or is entitled to payment.

1.7. “Claimant” shall refer to an individual who has filed a claim that is initially approved by the Settlement Administrator, pursuant to Section 2.6.

1.8. “Claims Data” shall mean the data Vivint provides the Settlement Administrator after receipt of a Completed Claims List, pursuant to Section 2.6. Such data shall include available information, if any, sufficient to confirm:

- i. the number of accounts for which Vivint accessed the Claimant’s credit information;
- ii. the number of Damages Settlement Class Accounts created with the Claimant’s credit information;
- iii. the number of Injunctive Settlement Class Accounts created with the Claimant’s credit information;
- iv. the service address of each account identified in (ii) and (iii) above; and,
- v. whether Vivint attempted Collection Efforts with regards to Damages Settlement Class Accounts.

Excluded from the term Claims Data is data related to accounts where:

- i. the service address matches any address provided by the Claimant on their Claim Form;
- ii. the account was created outside of the Claims Period; or,

- iii. the Claimant's credit was not accessed as part of the account creation process.

1.9. “Claims Deadline” shall mean the date by which all Claim Forms must be submitted electronically or postmarked (if sent by mail) to be considered timely and shall be set, subject to approval by the Court, on a date forty-five (45) days after the Final Approval hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Short Form Class Notice, the Claim Form, the Long Form Class Notice, and the Publication Notice. Under no circumstances shall the Claims Deadline be less than ninety (90) days from the commencement of Publication Notice.

1.10. “Claims Referee” shall mean the Mediator or any other individual the Parties may mutually agree to in writing, including without waiver the Settlement Administrator.

1.11. “Claims Reverse Look-up Data” shall mean the physical address(es), telephone number, and email address, as applicable and available, obtained by the Settlement Administrator from independent reverse look-up services that is associated with the Person found within the Claims Data. The services used by the Settlement Administrator shall, if reasonably practicable, identify the likely current address of each Person.

1.12. “Class Counsel” shall mean Jonathan Mann, Austin Whitten, Tom Dutton, and Michael Bradley of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

1.13. “Class Notice” shall mean the Short Form Class Notice, Long Form Class Notice, and the Publication Class Notice, collectively.

1.14. “Class Period” shall mean the period between January 1, 2016 and the date of entry of the Preliminary Approval Order.

1.15. “Class Representatives” shall mean the named Plaintiffs Daniel Sullen and Joshua Renfroe in the Litigation.

1.16. “Collection Efforts” shall mean a telephone call, letter, email, or furnishing of credit information made for the purpose of attempting to obtain or encourage payment of any alleged financial obligation or monies owed.

1.17. “Completed Claims List” shall have the meaning ascribed to it in Section 2.6(b).

1.18. “Court” shall mean the Circuit Court of Jefferson County, Alabama, and Judge Elisabeth French, the judge to whom this matter is assigned, or any judge who shall succeed that judge as presiding over the Litigation.

1.19. “Damages Settlement Class” shall mean all natural Persons in the United States for whom Vivint accessed consumer report information without authorization and used his or her information to create a Vivint account between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have been subjected to Collection Efforts by Vivint. Excluded from the term “Damages Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant; (2) governmental agencies, entities, or judicial officers; and (3) any Person who properly executes and submits a timely Request for Exclusion from the Settlement Class.

1.20. “Damages Settlement Class Account” shall mean an account (i) for which a Damages Settlement Class Member’s credit was accessed by Vivint without authorization (ii) between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement, (iii) which account was subjected to Collection Efforts by Vivint.

1.21. “Damages Settlement Class Member” shall mean a Person who falls within the definition of the Damages Settlement Class and who has not submitted a valid and timely Request for Exclusion from the Settlement Class.

1.22. “Defendant” shall mean Vivint, Inc.

1.23. “Direct Notice” shall mean the direct notice component of the Notice Plan agreed to by the Parties and shall be made through means outlined in Exhibit 4 attached hereto.

1.24. “Direct Notice Data” shall refer to the names, dates of birth, Social Security numbers, mailing addresses, service address for each account falling within the scope of this Section 1.24, telephone numbers, and email addresses, if reasonably known to Defendant and existing in its systems, of Persons whose credit information was used by Defendant to create accounts from January 1, 2016 to the date the Court enters the Preliminary Approval Order regardless of whether the account was subsequently closed. Excluded from Direct Notice Data are names, dates of birth, Social Security numbers, mailing addresses, telephone numbers, and email addresses of Persons for accounts where:

- i. Credit was approved on the first attempt, at account creation; or
- ii. Defendant’s records include a photo identification or video/iPad verification at the time of contract signing and equipment installation, and the government-issued identification or video/iPad verification provided to Defendant matches the name and signature on the account, at the time of contract signing/equipment installation; or
- iii. Third-party financiers (such as Citizens and Fortiva) required a full or partial Social Security number of applicants, at account creation, as part of their underwriting; or
- iv. Vivint received an address for an applicant from the credit reporting agencies during a credit pull (at account creation), and the applicant’s address matched the service address for the new account, at the time of contract signing/equipment installation; or
- v. Defendant never subjected the account to Collection Efforts either by Defendant itself or third parties Defendant engaged to collect on its behalf.

The names, dates of birth, Social Security numbers, mailing addresses, telephone numbers, and email addresses of Persons who Vivint has submitted to the Consumer Fund outlined in Section

2.3(f) shall not be excluded from Direct Notice simply due to being submitted to the Consumer Fund.

1.25. “Direct Notice Data Confirmation” shall mean documentation (along with a signed attestation under penalty of perjury) showing the accuracy and integrity of the process used to obtain Direct Notice Data.

1.26. “Direct Notice Recipients” shall have the meaning ascribed to it in Exhibit 4, Section I.

1.27. “Distributable Settlement Fund” shall have the meaning ascribed to it in Section 2.3(a).

1.28. “Effective Date” shall mean the date upon which the Final Approval Order substantially in the form of Exhibit 6 becomes both final and no longer subject to appeal or review (or further appeal or review), whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.29. “Final Approval Hearing” shall mean the hearing to be held before the Court where Plaintiffs will request that the Settlement Agreement receive Final Approval and that the Court approve the Fee and Expense Application and a Service Award to the Class Representative.

1.30. “Fee and Expense Application” shall mean the petition to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

1.31. “Final Approval” shall mean the entry of the Final Order and Judgment.

1.32. “Final Order and Judgment” shall mean a final order entered by the Court that grants approval of the Settlement following the Final Approval Hearing, and which is identical in all material respects to Exhibit 6 to this Settlement Agreement.

1.33. “Service Award” shall mean the service award that the Court awards to the Class

Representatives pursuant to Section 7.1.

1.34. “Initial Payment” shall mean One Million Dollars (\$1,000,000.00) deposited in the Settlement Fund for the purpose of the Notice Plan and Administration Costs.

1.35. “Initially Approved Claims” shall have the meaning ascribed to it in Section 2.6(b).

1.36. “Initially Approved Claims List” shall have the meaning ascribed to it in Section 2.6(b).

1.37. “Initially Rejected Claims” shall have the meaning ascribed to it in Section 2.6(b).

1.38. “Initially Rejected Claims List” shall have the meaning ascribed to it in Section 2.6(b).

1.39. “Injunctive Settlement Class” shall mean all natural Persons in the United States for whom Vivint accessed consumer report information without authorization between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have not been subjected to Collection Efforts by Vivint. Excluded from the term “Injunctive Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant; (2) governmental agencies, entities, or judicial officers; and (3) any Person who properly executes and submits a timely Request for Exclusion from the Settlement Class.

1.40. “Injunctive Settlement Class Account” shall mean an account (i) for which a Injunctive Settlement Class Member’s credit was accessed by Vivint without authorization (ii) between January 1, 2016 and the date the Court enters the Preliminary Approval Order of the Settlement, and (iii) which account was not subjected to Collection Efforts by Vivint.

1.41. “Injunctive Settlement Class Member” shall mean a Person who falls within the definition of the Injunctive Settlement Class and who has not submitted a valid and timely Request

for Exclusion from the Settlement Class.

1.42. “JAMS Rules” shall have the meaning ascribed to it in Section 11.2.

1.43. “Litigation” shall mean *Sullen, et al. v. Vivint, Inc.*, Case No. 01-CV-2023-903893, currently pending in the Circuit Court of Jefferson County, Alabama.

1.44. “Long Form Class Notice” shall mean the non-summary notice that will be made available on the settlement website for access by all Settlement Class Members and will be sent by the Settlement Administrator, via mail or e-mail, on request from a Settlement Class Member. The Long Form Class Notice will be identical in all material respects to that attached hereto as Exhibit 1, and shall also include the Claim Form.

1.45. “Mediator” shall mean Lee Copeland, Esq. of Copeland, Franco, Screws & Gill, P.A., or any other mediator mutually agreed to by the Parties.

1.46. “Non-Claims Payment” shall mean an amount equal to the sum of (i) the Court-approved award of attorneys’ fees and costs in the Attorneys’ Fee Order and (ii) the Service Award minus (iii) the outstanding balance of the Settlement Fund at the time the Non-Claims Payment is made.

1.47. “Notice Date” shall mean the date by which the Notice Plan has been completely carried out and shall be a date no later than twenty-one (21) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

1.48. “Notice Plan” shall mean the proposed plan developed by the Settlement Administrator of disseminating to members of the Settlement Class notice of the proposed Settlement and of the Final Approval Hearing. The Notice Plan will include both Direct Notice and Publication Notice components, as set forth in Exhibit 4.

1.49. “Notice Reverse Look-up Data” shall have the meaning ascribed to it in Exhibit 4,

Section I.

1.50. “Objection/Exclusion Deadline” shall mean the date by which Persons within the Settlement Class may submit a written objection to this Settlement Agreement or a Request for Exclusion. The Objection/Exclusion Deadline shall be a date no later than sixty (60) days after the Notice Date, or such other date as ordered by the Court.

1.51. “Parties” shall mean Plaintiffs and Defendant, collectively.

1.52. “Person” shall mean a natural person, estate, or legal representative.

1.53. “Plaintiffs” shall mean Daniel Sullen and Joshua Renfroe.

1.54. “Preliminary Approval Order” shall mean an order entered by the Court that grants preliminary approval to the Settlement in accordance with Section 4.1, certifies the Settlement Class, and approves the Notice Plan, and which is identical in all material respects to Exhibit 5 to this Settlement Agreement.

1.55. “Publication Notice” shall mean the publication component of the Notice Plan agreed to by the Parties, and shall be made through publication notice substantially in the form of Exhibit 4(a) attached hereto.

1.56. “Released Claims” shall mean any and all claims, counterclaims, suits, liabilities, demands, damages, costs, expenses, tax consequences, causes of action, and lawsuits, whether known or unknown (including Unknown Claims), whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every kind and nature and description whatsoever, past, present, and future, that the Settlement Class Members may now have or may have at any time hereafter on account of, arising from, or related to the Litigation, the transactions and occurrences forming the basis of the Litigation, any allegations that are made or could have been made in the

Litigation, anything recited in this Agreement, and all transactions and dealings in any manner relating thereto or otherwise among the Released Parties and the Settlement Class Members that have occurred before the execution of this Settlement.

1.57. “Released Parties” shall mean Vivint and all of its present, past, and future predecessors, successors, parents, subsidiaries, holding companies, affiliates, corporations, companies, divisions, assigns, officers, directors, committees, employees, fiduciaries, general partners, limited partners, shareholders, administrators, actuaries, agents, insurers, reinsurers, representatives, attorneys, retained experts, and trustees. The Parties expressly agree that any Person being released under this Agreement who is not a party to this Agreement is an intended third-party beneficiary of this Agreement.

1.58. “Removed Data” shall have the meaning ascribed to it in Exhibit 4, Section I.

1.59. “Request for Exclusion” shall mean a Person’s request that complies with paragraph “(2) Exclude yourself” in the Long Form Class Notice, attached hereto as Exhibit 1.

1.60. “Reverse Look-up Data” shall have the meaning ascribed to it in Exhibit 4, Section I.

1.61. “Settlement” shall mean the compromise and settlement agreement embodied in this Settlement Agreement.

1.62. “Settlement Administrator” shall mean A.B. Data, Ltd., or such other Person as the Parties shall later mutually agree in writing and who agrees to accept such responsibility, as described in this Agreement.

1.63. “Settlement Class” shall mean the Damages Settlement Class and the Injunctive Settlement Class, collectively.

1.64. “Settlement Class Accounts” shall refer to Damages Settlement Class Accounts and

Injunctive Settlement Class Accounts, collectively.

1.65. “Settlement Class Member” shall mean Damages Settlement Class Members and Injunctive Settlement Class Members, collectively.

1.66. “Settlement Class Period” shall mean the time period from January 1, 2016 through and including the date of the Preliminary Approval Order.

1.67. “Settlement Fund” means a cash settlement fund that shall be established by Defendant up to a maximum amount of Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000.00). The Settlement Fund shall be initially funded by Vivint within fourteen (14) days after the entry of the Preliminary Approval Order in the amount of the Initial Payment and subsequently funded by Vivint in the amount of the Non-Claims Payment and the Final Claims Payment, as more specifically provided in Section 2.2 of this Agreement. The Initial Payment, Non-Claims Payment, and Final Claims Payment are the only payments to be made into the Settlement Fund. Defendant shall make the Initial Payment to an escrow account designated by the Settlement Administrator and transmitted via wire transfer following instructions to be provided by the Settlement Administrator. Defendant shall receive a credit in the amount of any Administration Costs against its Settlement Fund after such payment is made. The Settlement Fund shall be used to pay all Approved Claims, Administration Costs, Plaintiffs’ Service Awards, and attorneys’ fees and expenses (including costs) pursuant to the Attorneys’ Fee Order. The Settlement Fund represents the limit and extent of Defendant’s monetary obligations under this Agreement and the value of the Released Claims. In no event shall Defendant’s total financial liability with respect to this Settlement exceed Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000.00). Once Defendant makes all payments required under this Agreement to the Settlement Fund, Defendant has no further payment obligation to the Settlement Class. The

Parties shall ensure that the Settlement Administrator only makes payments from the Settlement Fund in accordance with this Agreement, or as ordered by the Court, and provides a full accounting for all receipts to the Settlement Fund and disbursements from the Settlement Fund.

1.68. “Short Form Class Notice” shall mean the summary notice distributed to potential Settlement Class Members, as provided herein, and identical in all material respects to that attached hereto as Exhibit 2.

1.69. “Unknown Claims” shall mean any Released Claims that Plaintiffs or any other members of the Settlement Class do not know or suspect to exist in their favor at the time of the release of the Released Parties and which, if known by them, might have affected their settlement with and release of the Released Parties. Without admitting that California law in any way applies to this Agreement, with respect to any and all Released Claims, the Parties agree that, upon the entry of the Final Order and Judgment, Plaintiffs and all Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

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

Plaintiffs and all other Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Plaintiffs and all other Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have

acknowledged that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

1.70. “Vivint’s Counsel” shall mean Jason Tompkins and Jonathan Hoffmann of Balch & Bingham LLP.

1.71. “Website” shall have the meaning ascribed to it in Exhibit 4, Section III.

2. SETTLEMENT RELIEF

2.1. *Settlement Contingent.* This Settlement Agreement is contingent upon the Court entering (a) a Preliminary Approval Order substantially in the form of Exhibit 5 or in such other form which is mutually acceptable to all Parties and (b) a Final Order and Judgment substantially in the form of Exhibit 6 or in such other form which is mutually acceptable to all Parties. In the event conditions (a) and (b) do not both occur, this Settlement shall not be effective, as provided in Section 9.3.

2.2. *Settlement Fund.* Vivint agrees to pay up to a maximum of Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000.00) into the Settlement Fund solely as necessary under this Agreement. Within fourteen (14) days after the entry of the Preliminary Approval Order, Vivint shall pay into the Settlement Fund the Initial Payment. Within seven (7) days after the Effective Date, Vivint shall pay into the Settlement Fund the Non-Claims Payment. Vivint shall also pay into the Settlement Fund the Final Claims Payment (as defined in Section 2.7 below) within fourteen (14) days after the Claims Finalization Date, as stated in Section 2.7 below. The Initial Payment, Non-Claims Payment, and Final Claims Payment (i) are the only payments Vivint shall make under this Settlement, (ii) shall be credited towards Vivint’s total payment obligation to the Settlement Fund, and (iii) shall collectively under no circumstances exceed Nine Million

Seven Hundred Fifty Thousand Dollars (\$9,750,000.00) in total. The Settlement Fund will be used to pay the following amounts in connection with the Settlement:

- i. Compensation to the Settlement Class Members (via the Distributable Settlement Fund, as defined in Section 2.3(a) below) for Approved Claims;
- ii. Service Award (as defined in Section 7.1 below) approved by the Court;
- iii. Administration Costs; and
- iv. All attorneys' fees and expenses (including costs) approved by the Court pursuant to the Attorneys' Fee Order.

2.3. *Distribution to Settlement Class Members.*

(a) The Distributable Settlement Fund shall consist of the difference of Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000.00) minus the amount of any Court-approved Service Award, Administration Costs, attorneys' fees and expenses (including costs) pursuant to the Attorneys' Fee Order, and Claims Referee expenses to resolve challenged claims or claim denials under Section 2.6(c) (the "Distributable Settlement Fund"). Settlement Class Members shall receive a single payment in an amount equal to the sum of payments for which they are entitled under Sections 2.3(b) and (c), subject to the terms of Section 2.3(d), (e), and (f).

(b) Subject to Sections 2.3(d), (e), and (f), each Damages Settlement Class Member who timely submits a Claim Form by the Claims Deadline in accordance with Section 2.6(a) below that is found to be valid and approved and otherwise among the Approved Claims, as provided herein, shall be entitled to payment from the Distributable Settlement Fund in an amount equal to the number of Damages Settlement Class Accounts for which the Damages Settlement Class Member is shown to be an account holder multiplied by One Thousand Two Hundred Dollars (\$1,200.00).

(c) Subject to Sections 2.3(d), (e), and (f), each Injunctive Settlement Class Member who timely submits a Claim Form by the Claims Deadline in accordance with Section 2.6(a) below that is found to be valid and approved and otherwise among the Approved Claims, as provided herein, shall be entitled to payment from the Distributable Settlement Fund in an amount equal to the number of Injunctive Settlement Class Accounts for which the Injunctive Settlement Class Member is an account holder multiplied by Two Hundred Dollars Fifty Dollars (\$250.00).

(d) Nothing shall prevent Damages Settlement Class Members who additionally qualify as Injunctive Settlement Class Members from receiving payment from the Distributable Settlement Fund in amount reflecting both Damages Settlement Class Accounts and Injunctive Settlement Class Accounts, provided that Settlement Class Members may receive only a single recovery per Settlement Class Account.

(e) In the event that the Distributable Settlement Fund is not sufficient to allow each Approved Claim to receive the amount provided in Section 2.3(a), the amount paid to each Approved Claim will be adjusted downward *pro rata*, so that the Distributable Settlement Fund is sufficient to pay all Approved Claims.

(f) In the event that a Settlement Class Member has received compensation from the Consumer Fund established by the Stipulated Order for Permanent Injunction and Civil Penalty Judgment entered by the United States District Court for the District of Utah, Case No. 2:21-cv-00267-TS, on April 29, 2021, the amount to be paid on any Approved Claims by such Settlement Class Member pursuant to this Section 2.3 shall be reduced by the amount of compensation received; provided, however, that under no circumstances—other than those described in Section 2.3(e)—shall any Approved Claim be reduced below Two Hundred Fifty Dollars (\$250.00).

2.4. *Deadline for Cashing Checks.* Settlement Class Members shall have ninety (90) days from the date a settlement check is issued (the date printed on the settlement check) to cash the check. Settlement Class Members each may make a single request to the Settlement Administrator to re-issue a settlement check, provided that such request is made within ninety (90) days of the Effective Date and the Settlement Administrators records do not indicate that the original settlement check issued to such Settlement Class Member was cashed. Settlement Class Member shall have ninety (90) days from the date of such reissued checks (the date printed on the settlement check) to cash the re-issued check. All payments to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent a check issued to a Settlement Class Member who does not timely request a reissued check consistent with the terms of this Section 2.4 or a reissued check issued to a Settlement Class Member is not cashed within ninety (90) days after issuance, such Settlement Class Member's claim is deemed to have been waived and the funds associated with any such uncashed claim checks shall remain in the Settlement Fund. Any amounts left unused in the Settlement Fund (including the Distributable Settlement Fund) shall be used to pay the Settlement Administrator for the costs and fees of the Settlement Administrator referenced herein (or to reimburse Defendant for any such payments to the Settlement Administrator or Claims Referee). Any other remaining funds in the Settlement Fund after making all payments required under the Agreement (including the Distributable Settlement Fund) shall revert to Defendant. The Settlement Administrator shall pay to Defendant any such funds within ten (10) days after all other payments from the Settlement Fund are made pursuant to this Agreement and the last applicable ninety (90) day period for any Settlement Class Member to cash a check has passed.

2.5. *Entire Monetary Obligation.* Vivint’s payment obligations under this Settlement Agreement will be fully discharged by payment of the amounts due in compliance with this Agreement, and that Vivint shall have no other monetary obligations to the Settlement Class, nor any obligations to make any other payments to Settlement Class Members under this Agreement or otherwise. Under no circumstances shall Vivint’s monetary obligations under this Agreement exceed Nine Million Seven Hundred Fifty Thousand Dollars (\$9,750,000.00).

2.6. *Claims Process.*

(a) *Submission of Claims.* Only one claim may be submitted per Person. All Claim Forms must be postmarked or submitted electronically to the Settlement Administrator by the Claims Deadline. Settlement Class Members who do not submit a timely and valid Claim Form on or before the Claims Deadline shall not be entitled to receive any portion of the Settlement Fund. A Claim Form is invalid if it does not contain all required information, is not attested by the claimant, or is not timely postmarked or submitted electronically. Settlement Class Members shall not be entitled to a portion of the Distributable Settlement Fund if they fail to submit a valid Claim Form substantially in the form attached hereto as Exhibit 3.

(b) *Claims Processing.*

(1) On a rolling basis, but in any event no later than fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted and shall determine which claims are completed and which claims are initially rejected. To make such a determination, the Settlement Administrator shall confirm that each Claim Form submitted (1) is in the form required herein, (2) is timely, (3) is complete, and (4) is not a Person within the Removed Data. Only claims meeting all four (4) criteria of the preceding sentence shall be deemed completed; all other claims shall be initially rejected (the “Initially Rejected Claims”).

(2) Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall prepare an electronic Excel spreadsheet listing each completed claim by a unique reference number along with the following information from such claims:

- i. the name, address, and email of the Claimant;
- ii. whether the Claimant is a Direct Notice Recipient;
- iii. whether the Claimant alleges to have been subject to Collection Efforts;
- iv. whether the Claimant provided supporting documentation regarding Collection Efforts with access to same; and
- v. any supplemental information regarding Collection Efforts provided by the Claimant

(the “Completed Claims List(s)”). The Settlement Administrator shall provide Counsel for the Parties a copy of the Completed Claims List(s), with an electronic pdf copy of all Claim Forms, including all supporting documentation provided, if any, and each Claim Form labeled with the Claim Form reference number contained in the Completed Claims List.

(3) Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall provide counsel for each Party with an electronic pdf copy of all Initially Rejected Claims and shall prepare a spreadsheet listing each rejected claim, the name, address, and email of the Person who filed the claim, the reason for the rejection of the claim, and a reference number assigned to the Claim Form (the “Initially Rejected Claims List”).

(4) No later than twenty-one (21) days after receipt of the Completed Claims List by Vivint’s Counsel, Vivint shall provide to the Settlement Administrator the Claims Data associated with the Completed Claims List. No later than seven (7) days after receipt of the Claims Data, the Settlement Administrator shall pull the Claims Reverse Look-up Data related to received Claims Data. By referencing the Claims Data, Direct Notice Data, Notice Reverse Look-up Data,

and Claims Reverse Look-up Data (collectively and for purposes of this Section, the “Address Data”), the Settlement Administrator shall determine:

- i. whether a Claimant had their credit information accessed by Vivint;
- ii. the number of Injunctive Settlement Class Accounts associated with a Claimant, if any;
- iii. the number of Damages Settlement Class Accounts associated with a Claimant, if any;
- iv. whether Vivint attempted Collection Efforts regarding the Accounts; and
- v. whether the service address for any Settlement Class Account within the Claims Data matches a Claimant’s address listed in the Address Data.

(5) No later than ten (10) days of the receipt of Claims Data, the Settlement Administrator shall prepare an electronic Excel spreadsheet listing each completed claim by a unique reference number along with the following information from such claims:

- i. the name of the Claimant;
- ii. the number of Injunctive Settlement Class Accounts associated with a Claimant for which (a) the Settlement Administrator believes the Claimant is entitled to payment and (b) the service address does not match the Claimant’s address in the Address Data;
- iii. the number of Damages Settlement Class Accounts associated with a Claimant for which (a) the Settlement Administrator believes the Claimant is entitled to payment and (b) the service address does not match the Claimant’s address in the Address Data; and
- iv. the proposed total payout to the Claimant.

(the “Initially Approved Claims List”, and the claims contained therein, the “Initially Approved Claims”, each an “Initially Approved Claim”).

(c) ***Review and Challenge of Claim Decisions.*** No later than twenty-eight (28) days after the date both Parties’ counsel have received both the Initially Approved Claims List and the Initially Rejected Claims List and the electronic pdf copies of approved Claim Forms from the

Settlement Administrator, the Parties shall audit and challenge any Initially Approved Claims or Initially Rejected Claims by serving upon each other via email a Notice of Claim Challenges identifying by claim number any approved or rejected claims the respective Party wishes to challenge and the reason for the challenge. Upon request of either Class Counsel or Vivint's Counsel, the Settlement Administrator shall provide the Notice Reverse Look-up Data related to Persons subject to a good faith challenge. Class Counsel and Vivint's Counsel shall meet and confer in an effort to resolve any disputes over any claims challenged by either of them and if the challenges are not withdrawn or resolved, the Parties shall, no later than fourteen (14) days after initially serving a challenge to the approval or rejection of a claim to the other Party, submit the challenges to the Claims Referee to resolve. Within ten (10) days of receipt of any challenge to the Initially Approved Claims List(s) and/or Initially Rejected Claims List(s) by the Parties, the Claims Referee shall resolve such challenge, and his or her decision shall be final. Any costs of the Claims Referee in resolving disputed claims shall be paid from the Settlement Fund. For purposes of the Agreement, including without waiver Section 2.6, the Defendant's records shall be deemed accurate and binding unless contradicting documentation is submitted, in which case the Claims Referee shall consider the documentation in making his or her decision.

The date all claims are finalized either without any dispute or by the decision of the Claims Referee shall be referred to as the "Claim Finalization Date," which shall in no event be later than the date the Claims Referee resolves any disputes made the Parties pursuant to this Section 2.6(c). If neither Class Counsel nor Vivint's Counsel have any challenges to the Initially Approved Claims List(s) and/or the Initially Rejected Claims List(s), the Claims Finalization Date shall be the later of the Effective Date or the date on which both Class Counsel and Vivint's Counsel inform the Settlement Administrator by email that neither Party has any objection to the claims determinations

made by the Settlement Administrator or the time for informing each other of such challenges has lapsed. If the Claims Referee must resolve challenges to the Initially Approved Claims List(s) and/or Initially Rejected Claims Lists(s) as outlined above, then the Claim Finalization Date shall be the later of the Effective Date or the date on which the Claims Referee communicates to the Parties his or her decision regarding any such challenges.

2.7. *Payment of Claims.* Within seven (7) days of the Claim Finalization Date, the Settlement Administrator shall provide Vivint with a spreadsheet setting forth the claim number, Claimant name, address and email, amount of payment for each claim, and total amount to be paid for all claims (the “Final Claims List”). Within fourteen (14) days of the Claims Finalization Date, Vivint shall pay to the Settlement Fund an amount sufficient for the Settlement Fund to pay all claims listed on the Final Claims List. Such payment shall be referred to as the “Final Claims Payment.” Notwithstanding any other provision of this Agreement, Vivint shall not be required to make the Final Claims Payment before the Effective Date. The Final Claims Payment shall be made by Vivint by wire (with wire instructions to be provided by the Settlement Administrator) to the escrow account maintained by the Settlement Administrator. No later than seven (7) days after the Effective Date, the Settlement Administrator may then make payment from the Settlement Fund by issuing settlement checks to the Settlement Class Members listed on the Final Claims List. Once Vivint makes the Final Claims Payment, its payment obligations to the Settlement Class Members under this Agreement shall be deemed to have been fully satisfied. The total of the Administration Payment, the Non-Claims Payment, and the Final Claims Payment shall not exceed \$9,750,000.00. Any amounts remaining in the Settlement Fund after issuance of settlement checks shall first be used to pay the Settlement Administrator for the costs and fees of the Settlement

Administrator (or to reimburse Defendant for any such payments to the Settlement Administrator) and shall then be paid to Defendant, as further provided in Section 2.4.

2.8. Prospective Injunctive Relief. Defendant has agreed to implement material changes to its business practices in order to reasonably minimize, if not eliminate, accounts created without authorization, Vivint will agree to do the following acts and implement the following changes to its procedures:

- i. Vivint will remove each approved Claimant from any unauthorized Vivint account(s) with which he or she is associated, to the extent they are so associated;
- ii. In order to verify that the customer has consented to Vivint accessing his or her consumer report, Vivint will incorporate into its pre-qualification credit inquiry a process that:
 - a. requires the customer to provide the last four digits of the customer's social security number; and
 - b. if the system returns a mismatch, will block the transaction from proceeding until sufficient information is entered to produce a match;
- iii. Vivint will incorporate into its financing application process a system to verify the consumer's identity that includes requiring the customer to present government-issued identification;
- iv. Vivint will incorporate into its financing application process a process whereby the customer prepares the financing application from the customer's own device;
- v. Vivint will incorporate into its financing application process a process whereby the customer acknowledges that he or she agrees and understands that Vivint will be using his or her personal information to access his or her consumer report for the purpose of financing home security equipment from Vivint;
- vi. Vivint will incorporate a policy requiring that a government-issued identification for each person signing a Vivint contract for equipment or services be viewed or captured during the account creation or installation processes; and

- vii. Vivint will take reasonable steps to verify every name and address included with a Vivint account to confirm that the individual is properly included within the account prior to:
 - a. attempting to collect any debt;
 - b. referring an account to a debt collector;
 - c. selling any debt to a debt buyer; or
 - d. reporting any debt to a consumer reporting agency.

Within thirty (30) days after the Effective Date, Vivint will provide Class Counsel with a detailed report, attested to under penalty of perjury by an executive of Defendant, outlining its efforts to adopt and implement the changes and actions outlined in this Section 2.8.

3. NOTICE TO THE CLASS

3.1. *Notice to the Class.* Upon entry of the Preliminary Approval Order, Class Counsel shall cause the Settlement Administrator to implement the Notice Plan, as outlined in Exhibit 4, the costs of which shall be considered Administration Costs. Such Notice Plan shall comport with Due Process and shall include the following components:

(a) *Direct Notice.* Within twenty-one (21) days after entry of the Preliminary Approval Order, or such other date ordered by the Court, the Settlement Administrator shall disseminate by first class mail and electronic mail (if known) the Short Form Class Notice, substantially identical to Exhibit 2 hereto, to such Persons outlined in the Notice Plan.

(b) *Publication Notice.* Within twenty-one days after entry of the Preliminary Approval Order, or such other date ordered by the Court, Class Counsel shall cause the Settlement Administrator to implement the Publication Notice Plan, with the notice set forth in Exhibit 4.

(c) *Settlement Website.* After the Preliminary Approval Order is issued but prior to the Notices being disseminated, the Long Form Class Notice shall be published on a website to be created and administered by the Settlement Administrator. The Settlement Website shall include

pertinent case information and documents (including, but not limited, all relevant pleadings and motions and settlement agreement), as well as the ability to download the Long Form Notice substantially in the form of Exhibit 1. On the Settlement Website, Settlement Class Members will be able to download and submit a Claim Form, substantially in the form of Exhibit 3. Settlement Class Members may also receive a Claim Form by mailing a request, sending an email with a request, or by calling the Settlement Administrator.

3.2. Exclusions. The Class Notice shall advise the Settlement Class Members of their right to exclude themselves from the Settlement Class. Settlement Class Members shall be permitted to exclude themselves from the Settlement Class, provided that they comply with the requirements for doing so as set forth in the Preliminary Approval Order and the Class Notice. A Person in the Settlement Class who requests to be excluded from the Settlement Class must do so in writing. A Request for Exclusion must be emailed or postmarked on or before the Objection/Exclusion Deadline. In order to exercise the right to be excluded, a Person in the Settlement Class must timely email or mail a written Request for Exclusion to the Settlement Administrator providing his or her name, address and email, Claim Number (if applicable), a signature, and a statement that he or she wishes to be excluded from the Settlement Class. Any requests to be excluded that do not include all of the foregoing information, or that are sent to an address other than that designated in the Notice, or that are not submitted or postmarked within the Objection/Exclusion Deadline, shall be deemed to be invalid and the Persons or entities serving such a request shall be members of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

Any Person in the Settlement Class who successfully submits a Request for Exclusion shall not: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under this

Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The Request for Exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed.

If more than seventy-five (75) Settlement Class Members successfully submit a Request for Exclusion from the Settlement Class, Vivint shall have the option to cancel or terminate this Agreement, which shall have the effects described in Section 9.3 below.

3.3. *Objections.* Settlement Class Members shall be permitted to object to the Settlement, provided that they comply with the requirements for filing an objection as set forth in the Preliminary Approval Order and the Class Notice. The Class Notice shall advise the Settlement Class Members of their rights to object to the Settlement Agreement. Objections to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing if and only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Class Notice, the Person making an objection files notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court and (b) sends copies of such papers via mail, hand delivery, or overnight delivery service to both Class Counsel and Vivint’s Counsel.

Any Settlement Class Member who intends to object to this Settlement Agreement must include: his or her full name, address and email; all grounds for the objection along with factual and legal support, including without waiver documentation or evidencing purportedly proving the same, for the stated objection; and the identity of any other class action cases to which the Person objected in the previous four (4) years. If represented by counsel, the objecting Settlement Class

Member must also provide the name and telephone number of his or her counsel. If a Settlement Class Member hires an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline.

Although an objector's attendance at the Final Approval Hearing is not mandatory, an objector who intends to attend the Final Approval Hearing must indicate in his or her written objection his or her intention to appear at the Final Approval Hearing on his or her own behalf or through counsel. For any Settlement Class Member who timely files a written objection and who indicates an intention to appear at the Final Approval Hearing on his or her own behalf or through counsel, such Settlement Class Member must also include in his or her written objection the identity of any witnesses he or she may call to testify, and all exhibits he or she intends to introduce into evidence at the Final Approval Hearing, which shall also be attached.

3.4. *Effect of Failing to Object.* Any Settlement Class Member who fails to timely file a written objection with the Court in accordance with the terms of Section 3.3 and the Class Notice, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Litigation. To be valid, the objection must be filed with the Court and delivered to Class Counsel and Vivint's Counsel on or before the Objection/Exclusion Deadline set by the Court and specified in the Class Notice.

4. MOTION FOR PRELIMINARY APPROVAL AND PRELIMINARY CERTIFICATION OF PROPOSED SETTLEMENT CLASS FOR SETTLEMENT PURPOSES AND MOTION FOR FINAL ORDER AND JUDGMENT

4.1. *Motion for Preliminary Approval and Preliminary Certification of Settlement Class.* As soon as practicable after execution of this Agreement, Plaintiffs shall move

for (i) preliminary approval of the Settlement, including entry of an order identical in all material respects to the form of the Preliminary Approval Order attached hereto as Exhibit 5, (ii) preliminary appointment of Class Representatives and Class Counsel, and (iii) for purposes of this Settlement only, preliminary and conditional certification of the Settlement Class. The proposed Preliminary Approval Order submitted to the Court will seek a Final Approval Hearing date of approximately ninety (90) days from the entry of the Preliminary Approval Order.

4.2. Motion for Final Approval and Final Certification of the Settlement Class. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (i) final approval of the settlement, (ii) final appointment of the Class Representatives and Class Counsel, and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the Final Order and Judgment attached hereto as Exhibit 6, and will file a memorandum in support of the motion for final approval.

4.3. Certification for Settlement Purposes Only. Vivint agrees to not oppose certification of the Settlement Class only for the limited purpose of effectuating the Settlement Agreement. If the Settlement Agreement is not preliminarily or finally approved in all material respects, Vivint reserves all rights to object to the propriety of class certification in the Litigation and in all other contexts and for all other purposes, and neither this Agreement nor Vivint's non-opposition to the conditional certification of a settlement class for purposes of this Settlement may be cited as an admission by Vivint of the propriety of class certification.

4.4. Vacating Settlement Certification and Reservation of Rights. The certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. If the Settlement Agreement is not approved, the Settlement is terminated, or the Settlement is reversed,

vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, the Litigation shall proceed as though the Settlement Class had never been certified, and no reference to the prior Settlement Class or any documents related thereto shall be made for any purpose relating to class certification.

5. RELEASE

5.1. Released Claims and Parties. Upon entry of the Final Approval Order, the Settlement Class Members, on behalf of themselves, their predecessors, successors, assigns, beneficiaries, and additional insureds, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged the Released Parties from and for any and all liability for the Released Claims, and shall be forever enjoined from the prosecution of each and every Released Claim against any and all of the Released Parties, provided, however, that nothing herein is meant to bar any claim seeking enforcement of this Agreement or court orders relating to it.

6. SETTLEMENT ADMINISTRATION

6.1. Settlement Administrator. The Settlement Administrator shall administer the Settlement consistent with this Agreement subject to the supervision of Vivint Counsel and Class Counsel, and with the supervision of the Court as circumstances may require.

6.2. Settlement Administrator's Obligations. The Settlement Administrator shall, under the supervision of the Court, Vivint Counsel, and Class Counsel, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities performed under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal

business practices and such records will be made available to Class Counsel and Vivint's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Vivint's Counsel with information concerning Class Notice, the Notice Plan, claims filed and approved, claims filed and disallowed, and the administration and implementation of the Settlement Agreement.

Without limiting the foregoing, the Settlement Administrator shall:

- i. Forward to Vivint's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement Agreement, and all copies thereof, within thirty (30) days after the Claim Finalization Date;
- ii. File a notice with the Court regarding the completion of the Notice Plan no later than forty-five (45) days after entry of the Preliminary Approval Order;
- iii. Receive requests from Persons within the Settlement Class to exclude themselves from the Settlement Class and promptly provide Class Counsel and Vivint's Counsel a copy of said requests, regardless of whether the Settlement Administrator receives the exclusion request before or after the deadline for the submission of such forms and requests;
- iv. Provide weekly reports to Class Counsel and Vivint's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and
- v. Upon receipt of reasonable notice from Class Counsel or Vivint's Counsel, make available for inspection at any time all Claim Forms and any other documents or correspondence relating to the Settlement.

6.3. Challenges to Acceptance or Rejection of Claim Forms. Both Class Counsel and Vivint's Counsel shall have the right to challenge the acceptance or rejection of any Claim Form submitted by a Settlement Class Member in accordance with Section 2.6. If Class Counsel and Vivint's Counsel reach an agreed decision regarding the acceptance or rejection of any Claim

Form, the Settlement Administrator shall follow that decision. To the extent that Class Counsel and Vivint's Counsel are not able to agree on the disposition of a challenge, the Claims Referee shall timely decide such a challenge and its decision shall be final in accordance with Section 2.6. Any costs of the Claims Referee for challenges shall be considered Administration Costs to be paid from the Settlement Fund.

6.4 Information about Administration Process. Class Counsel and Vivint's Counsel each agree to keep all information about the Settlement administration process—including without limitation all information received pursuant to Section 6 of this Agreement, such as claims reports, information concerning opt-outs, Initially Approved and Rejected Claims Lists, the Final Claims List, and information about potential Settlement Class Members—confidential and may use it only for purposes of effectuating this Agreement. Notwithstanding the foregoing, as required by the Court or to effectuate the intent of this Agreement, the Parties may disclose: opt-outs, objections, claims, and other documents as necessary to enforce the terms and conditions of this Agreement.

7. SERVICE AWARD TO CLASS REPRESENTATIVES

7.1. In recognition of their efforts on behalf of the Settlement Class, the Class Representatives shall, subject to the Court's approval, request and receive an aggregate Service Award in the amount of Thirty Thousand Dollars (\$30,000.00), in addition to any amounts that they may be entitled to receive under the Settlement Agreement.

7.2. Notwithstanding any contrary provision of this Agreement, the allowance or disallowance (in whole or in part) by the Court of any application for the Service Awards shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the Service Awards, or any

appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

7.3. The Settlement Administrator shall pay the amount of the Service Awards approved by the Court from the escrow account maintained by the Settlement Administrator within five (5) days after the Effective Date. The Settlement Administrator shall issue checks for any Service Awards in the approved amount made payable to the Class Representatives and delivered to Class Counsel. This payment shall be credited as payment from the Settlement Fund. Plaintiffs shall provide Vivint with their Social Security Numbers before the aforementioned payments are due.

8. ATTORNEYS' FEES

8.1. Class Counsel will move the Court for an award of attorneys' fees and expenses (including costs) to be paid from the Settlement Fund. Class Counsel may petition the Court for an award of attorneys' fees not to exceed one-third (1/3) or Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) of the Settlement Fund and expenses (including costs) not to exceed One Hundred Sixty-Five Thousand (\$165,000.00). Vivint agrees not to object to Class Counsel's Fee and Expense Application if Class Counsel's request for attorneys' fees and expenses (including costs) does not exceed the amounts identified in this Section 8.1. Class Counsel has, in turn, agreed not to seek or accept attorneys' fees and expenses (including costs) in excess of the amounts identified in this Section 8.1.

8.2. Class Counsel will file their Fee and Expense Application no later than fourteen (14) days prior to the Objection/Exclusion Deadline unless otherwise ordered by the Court. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee and Expense Application is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and the Attorneys' Fee Order

or proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

8.3. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the award of attorneys' fees and costs is due. Within seven (7) days after the Effective Date, Defendant shall pay into the Settlement Fund the Non-Claims Payment.

8.4. The Settlement Administrator shall pay from the Settlement Fund the amount awarded in the Attorneys' Fee and Expenses Order fourteen (14) days after the Effective Date. Any payment of the amount awarded in the Attorneys' Fee and Expenses Order shall be paid via electronic transfer to an account designated by Class Counsel.

9. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT

9.1. *Option to Terminate.* If the Court or, in the event of an appeal, any appellate court, refuses to approve, or otherwise modifies any material aspect of this Agreement, the proposed Preliminary Approval Order, or the Final Order and Judgment, Vivint may elect to terminate this Agreement and the Settlement as stated in this Section 9.

9.2. *Events Giving Rise to Option to Terminate.* This Agreement and the Settlement shall terminate and be cancelled if Vivint provides to Class Counsel written notification in accordance with Section 11.6 of this Agreement of its election of a right to terminate arising under this paragraph 9.2 within five (5) days after any of the following events:

- i. The Court declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as Exhibit 5;
- ii. The Court declines to enter or materially modifies the contents of the Final Order and Judgment attached hereto as Exhibit 6;
- iii. The Court's Final Order and Judgment is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date. For purposes of this

Agreement and this Section 9.2, no order of the Court, or modification or reversal on appeal of any order of the Court, concerning the amount in the Attorneys' Fees Order and/or Service Award to the Class Representative shall constitute grounds for cancellation or termination of the Agreement so long as the appellate court does not award (or direct the trial court to award) more than the amount in Section 8.1;

- iv. The Effective Date does not occur for some other reason;
- v. Any federal or state authorities object to or request material modifications to the Agreement; or
- vi. More than seventy five (75) Persons submit valid and timely Requests for Exclusion from the Settlement Class (provided the ten (10) day period for notice shall run from when the Settlement Administrator notifies Defendant of this event).

9.3. *Effect of Termination.* If, for any reason, this Agreement is terminated or fails to become effective, then the Parties shall be deemed to have reverted to their respective status in the Litigation before the Settlement term sheet was signed and before the Settlement Agreement was signed, and Plaintiffs and the Defendant shall proceed in all respects as if this Agreement and any related orders had not been entered. Further, neither this Agreement, nor any order issued by the Court in furtherance of this Agreement, shall have any effect if this Agreement is terminated nor shall this Agreement, or any order issued by the Court in furtherance of this Agreement, be used as evidence, or be used to support any argument of waiver, estoppel (including collateral, judicial, or promissory estoppel), or res judicata. Additionally, in the event of termination of this Agreement or failure of this Agreement to become and remain effective (including without waiver through Final Approval), the Parties agree that Defendant may remove the Litigation to federal court, and the Class Representatives, Settlement Class Members, and Class Counsel waive any procedural defects in the removal, including without limitation untimeliness under 28 U.S.C. § 1446(b)(2)(B). The waiver by the Class Representatives, Settlement Class Members, and Class Counsel in the preceding sentence shall survive termination of this Agreement. The Parties further agree that the

claims of Plaintiffs and Settlement Class Members brought in this action relate back to the claims originally filed by them and on their behalf in *Dorn, et al. v. Vivint Inc.*, 2:19-cv-00258 (M.D.Ala.), and Defendant agrees to waive for purposes of this action any statute of limitations defenses that were not available to it in *Dorn, et al. v. Vivint Inc.*, 2:19-cv-00258 (M.D.Ala.).

10. NO ADMISSION OF WRONGDOING

10.1 *No Admission of Liability.* As a result of the Litigation, Defendant has already implemented, and will continue to implement, certain changes to its business practices in order to reasonably minimize the creation of unauthorized accounts for services. Nonetheless, Vivint has vigorously denied, and continues to deny, that it committed any violation of the FCRA, Alabama law, or other laws, and has vigorously denied, and continues to deny, all allegations of wrongdoing or liability whatsoever with respect to the Released Claims, including any and all claims of wrongdoing or liability alleged or asserted in the Litigation. Vivint states that it is agreeing to this Settlement solely because it provides substantial and meaningful benefits to the Settlement Class and will eliminate the substantial burden, expense, and uncertainties of further litigation along with the concomitant use of resources and efforts.

10.2. *Agreement Not to be Construed as Evidence of Admission.* This Agreement and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by Vivint or the Released Parties of any fault, wrongdoing, or liability whatsoever. This Agreement and any of its terms, any agreement, order, or notice relating thereto, and any payment or consideration provided for herein shall not be offered by any Party to be received in evidence in any civil, criminal, administrative, or other proceeding, as a presumption, concession, or admission of any fault, wrongdoing, or liability on the part of Vivint or any of the Released Parties.

10.3. Exceptions. Nothing contained in this Section shall prevent this Agreement (or any agreement, order, or notice relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Order and Judgment. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including but not limited to the Released Parties filing the Agreement and/or the Final Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. MISCELLANEOUS

11.1. Public Statements. Class Counsel (and any affiliate counsel) shall not hold a press conference to discuss this Settlement (or information learned in this matter). However, notwithstanding the foregoing, Class Counsel may explain to Settlement Class Members that the Lawsuit has been settled and how to obtain Settlement benefits when contacted by Settlement Class Members regarding the Settlement and may, after the Effective Date, include this Settlement on their firm website, marketing materials, and in any court filings in the future. This Section shall not be construed to limit or impede the notice requirements of Section 3.1 above, nor shall this Section be construed to prevent Class Counsel from notifying or explaining to potential Settlement Class Members or others that this case has settled, the merits of such settlement, and how to obtain Settlement benefits. Class Counsel warrants and represents to Defendant that Class Counsel: (a) does not currently represent any client or clients that plan to, or are considering whether to, seek exclusion from the Settlement, and shall not advocate for same (or assist those who are so advocating); (b) has disclosed to Defendant any Class Members that Class Counsel is aware plans

to, or is considering whether to, seek exclusion from the Settlement; and (c) will not solicit, or assist others in soliciting, Class Members to exclude themselves from the Class Settlement.

11.2. *Duty to Cooperate.* The Parties promise to cooperate in good faith and to take all actions reasonably necessary to effectuate this Agreement. Class Counsel (and any affiliate counsel) expressly acknowledge that a conflict of interest would exist if they represented (directly or indirectly) any individual (i) who will be a Settlement Class Member who challenges in any way the Settlement described in this Agreement; or (ii) who opts out or who claims at some later date that they were not bound by the terms of this Agreement for any reason. It is expressly acknowledged and agreed that no Party will institute, participate in, or encourage any appeal from an order implementing this Agreement; provided, however, any Party has the right to appeal an order which is in any way different from the material terms of this Agreement or which materially alters the consideration to be given by or to any Party. The Parties further agree that if, before the Effective Date, any issues regarding interpretation or implementation of, or compliance with, this Settlement Agreement (other than disputes concerning challenges to a Initially Approved Claims List or a Initially Rejected Claims List, which shall be resolved in accordance with Section 2.6(c)) arise between or among the Parties and such issues cannot be resolved by the Parties themselves, either Party may submit such issues for mandatory mediation before the Mediator, and if this informal process fails to resolve the dispute, then either Party may submit such issues for binding arbitration before the Mediator, who will arbitrate the issues and deliver a decision that is binding on the Parties, pursuant to the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”). In the event that the Mediator is unavailable or unwilling to act in this capacity and the Parties fail to agree upon a substitute individual to do so, either Party may apply to the

administrator of JAMS, Inc. in Chicago, Illinois for the appointment of a neutral to serve in such capacity. In any such arbitration, the JAMS Rules shall apply and control.

11.3. *Entire Agreement.* This Agreement is the entire agreement between the Parties regarding the subject matter covered by the terms of this Agreement and it supersedes any prior agreements, written or oral, including the term sheet and any written settlement offers or emails exchanged between the Parties regarding the subject matter covered by the terms of this Agreement. This Settlement Agreement cannot be altered, modified, or amended, except through a writing executed by all Parties.

11.4. *Construction of Agreement.* This Settlement Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity should not be resolved by virtue of a presumption in favor of any Party. The Settlement Agreement was reached at arm's-length by Parties represented by counsel.

11.5. *Executed in Counterparts.* This Settlement Agreement may be executed by exchange of executed signature pages by facsimile or Portable Document Format ("PDF") as an electronic mail attachment, and any signature transmitted by facsimile or PDF via electronic mail for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

11.6. *Notices.* Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, other than documents electronically filed with the Court, shall be in writing and sent

by electronic mail, or else delivered personally or sent by certified mail or overnight delivery service, postage pre-paid, with copies by e-mail to the attention of Class Counsel and Vivint's Counsel (as well as to any other recipients that a court may specify). As of the date hereof, the respective representatives are as follows:

For Vivint:

Jason B. Tompkins
Jonathan P. Hoffmann
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Birmingham, AL 35203
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jhoffmann@balch.com

For the Settlement Class:

Jonathan S. Mann
Austin B. Whitten
Tom Dutton
Michael C. Bradley
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place North, #1100
Birmingham, AL, 35203
Tel: (205) 322-8880
jonm@pittmandutton.com
austinw@pittmandutton.com
tomd@pittmandutton.com
mikeb@pittmandutton.com

11.7. *Extensions of Time.* The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

11.8. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Alabama without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Alabama.

11.9. *Recitals.* The Parties hereby agree that each of the recitals set forth above is true and correct. Each of the definitions and recitals set forth above is expressly incorporated into this

“Agreement” section of this Agreement. Each of the Parties agree not to contest the accuracy of any of the recitals set forth above.

11.10. Expenses. Except as specified in Section 8 or as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Litigation, including fees, costs, and expenses incident to the Mediation, the negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require Vivint to pay any monies other than as expressly provided herein.

11.11. Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

ON BEHALF OF PLAINTIFFS AND SETTLEMENT CLASS:

DANIEL SULLEN

Daniel Sullen

Date: 12-20-2023

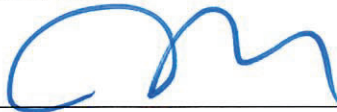
JOSHUA RENFROE

Joshua Renfro

Date: 12-31-2023

ON BEHALF OF CLASS COUNSEL:

Jonathan S. Mann
Austin B. Whitten
Tom Dutton
Michael C. Bradley
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL 35203



Date: 12/20/2023

ON BEHALF OF DEFENDANT VIVINT, INC.:



Name: Bruce Chung

Title: EVP & CFO

Date: 12/18/2023

Exhibits

| | |
|--------------|----------------------------------|
| Exhibit 1 | Long Form Class Notice |
| Exhibit 2 | Short Form Class Notice |
| Exhibit 3 | Claim Form |
| Exhibit 4 | Notice Plan |
| Exhibit 4(a) | Publication Notice |
| Exhibit 5 | Draft Preliminary Approval Order |
| Exhibit 6 | Draft Final Order and Judgment |

EXHIBIT 1—LONG FORM NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Sullen, et al. v. Vivint, Inc., Case No. 01-CV-2023-903893 (Ala. Cir. Ct. Jefferson Cnty.)

For more information, visit www.website.com.

Para una notificación en Español, visitar www.website.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR CREDIT WAS ACCESSED BY VIVINT, INC. TO OPEN ACCOUNTS WITHOUT AUTHORIZATION OR IF YOU WERE SUBJECTED TO COLLECTION ATTEMPTS REGARDING SUCH ACCOUNTS. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Sullen, et al. v. Vivint, Inc.*, Case No. 01-CV-2023-903893, pending in the Circuit Court of Jefferson County, Alabama, Birmingham Division before the Honorable Elisabeth French. The settlement would resolve a lawsuit brought on behalf of persons who allege that Vivint, Inc. (“Vivint”) accessed their credit information without authorization with certain of those individuals having been subject to collection efforts regarding accounts that were created using the credit information that was accessed without authorization. If you received this notice directly, you have been identified as someone who may have had their credit accessed to create unauthorized accounts. The Court has granted preliminary approval of the settlement and has conditionally certified the Settlement Classes for settlement purposes only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, prohibits accessing consumers’ credit information without a permissible purpose. This lawsuit alleges that Vivint violated the FCRA by accessing credit information of consumers to create accounts without their authority and thereby without a permissible purpose. Certain of those individuals were subject to collection efforts regarding these accounts. Vivint contests these claims and denies that it violated the FCRA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement that is finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. In a class action lawsuit, it’s possible to have multiple classes, which may be appropriate when class members seek different types of relief, such as monetary damages for one group versus affirmative acts (such as changing of business practices) by a defendant for another group.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the continued expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Vivint. The Settlement requires Vivint to pay money to the Settlement Classes, as well as pay settlement administration expenses, attorneys’ fees and costs to class counsel, a service award

payment to the Class Representatives, and requires Vivint to strengthen its business practices related to account creation and collections (if approved by the Court). The Settlement is not an admission of wrongdoing by Vivint and does not imply that there has been, or would be, any finding that Vivint violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Classes for settlement purposes only, so that members of the Settlement Classes can be given this notice and the opportunity to submit a Claim Form to receive the cash benefits offered by the Settlement, to exclude themselves from the Settlement Classes, and to voice their support or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Classes.

WHO IS IN THE SETTLEMENT CLASSES?

For this Settlement, there is a Damages Settlement Class and an Injunctive Settlement Class, which together form the Settlement Classes.

You are a member of the Damages Settlement Class if, at any time between January 1, 2016, and [REDACTED], 2024, Vivint accessed your credit information without authorization, used that information to create an account, and subjected you to collection efforts regarding such account. You are a member of the Injunctive Settlement Class if, at any time between January 1, 2016, and [REDACTED], 2024, Vivint accessed your credit without authorization and used that information to create an account, but you were not subjected to any collection efforts by Vivint. If you believe you fit into either of the Damages or Injunctive Settlement Classes, then you may visit the settlement website (www.website.com) for further instructions on making a claim for cash benefits.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by [REDACTED]. You may obtain a Claim Form at www.website.com, and you may submit your Claim Form either electronically via the settlement website or by email ([REDACTED]@[REDACTED].com) or U.S. Mail (sent or postmarked by [REDACTED], 2024) to the Settlement Administrator at [REDACTED]. If the Settlement is approved and your claim is deemed timely and valid, a check will be mailed to you. ***Submitting a valid, complete, and timely Claim Form is the only way to receive a cash payment from this Settlement and is the only thing you need to do to receive a payment.*** Once you submit a claim, the Settlement Administrator will utilize Vivint's records and third-party records to determine whether you are entitled to a cash payment from the Settlement and, if so, the value of your claim.

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Vivint and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must notify the Settlement Administrator either by email (vivint@abdata.com) or mail a signed letter to the Settlement Administrator at [REDACTED], postmarked by [REDACTED]. The exclusion email and/or letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as include your full name, address and email, Claim Number (if applicable) and a statement that you wish to be excluded, and your signature.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Jefferson County Courthouse, 716 N. Richard Arrington Blvd., Birmingham, Alabama 35203. The objection must be received by the Court no later than [REDACTED]. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing the Class Representatives

and the Settlement Classes (Jonathan S. Mann, Austin B. Whitten, and Michael C. Bradley of Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL, 35203), as well as the attorneys representing Vivint (Jason Tompkins, Jonathan Hoffmann, BALCH & BINGHAM LLP, 1901 Sixth Ave. N., Suite 1500, Birmingham, AL 35223), postmarked no later than [REDACTED]. Any objection to the proposed Settlement must include your full name, address and email; all grounds for the objection along with factual and legal support, including documentation or evidence purportedly proving the same, for the stated objection; and the identity of any other class action cases to which you objected in the previous four (4) years. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of [REDACTED]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which to be held on [REDACTED], 2024 at [REDACTED] a.m., in the Jefferson County Courthouse, 716 N. Richard Arrington Blvd., Courtroom [REDACTED], Birmingham, Alabama 35203, in person or through counsel, to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a Service Award to the Class Representatives are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as identify and attach any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims. ***Submitting a valid and timely Claim Form is the only way to receive a cash payment from this Settlement.***

For information on how to request exclusion from the classes or file an objection, or for more information on submitting a claim, please visit the Settlement website www.website.com, or call (XXX) XXX-XXXX.

WHAT DOES THE SETTLEMENT PROVIDE?

A. Cash Payments. Vivint has agreed to create a \$9,750,000.00 Settlement Fund for the Class Members. All Settlement Class Members are required to submit a Claim Form in order to receive a payment out of the Settlement Fund. If the Settlement is approved, each Damages Settlement Class Member who submits a complete, timely Claim Form that is deemed valid will be entitled to a payment equal to the number of accounts created with their credit information without authorization for which the Damages Settlement Class Member was subject to collection efforts times \$1,200 paid out of the Settlement Fund. If the Settlement is approved, each Injunctive Settlement Class Member who submits a complete, timely Claim Form that is deemed valid will be entitled to a payment equal to the number of accounts created with their credit information without authorization times \$250 paid out of the Settlement Fund. **Settlement Class Members can only receive payment for an account once (i.e., either \$250 or \$1,200 for an account, not \$1,450).** You can be a member of both the Damages and Injunctive Settlement Classes. The exact amount of each Class Member's payment is unknown at this time; the amount may be less than the calculation above depending on several factors, including how many Settlement Class Members return valid Claim Forms and the costs of the other expenses to be paid from the Settlement Fund. The Settlement Administrator will issue a check to each Class Member who submits a valid Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members (including re-issued checks) will expire and become void 90 days after they are issued. Class Members who receive but, for whatever reason, do not cash an initial check may make a one-time request to the Settlement Administrator to send them a re-issued check. Requests for re-issued checks must be made within 90 days of the date on the initial check. Re-issued checks will be in the same amount as the initial check. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (or Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00)) for the substantial time, effort, and resources expended in investigating the facts, litigating the case

and negotiating the Settlement, in addition to reimbursement of expenses and costs not to exceed One Hundred Sixty Five Thousand (\$165,000.00). The Class Representatives will also apply to the Court for a total payment of up to \$30,000 for their time, effort, and service in this matter.

B. Prospective Injunctive Relief (Business Practice Improvements & Assurances). As part of this Settlement, Vivint has also agreed to take the following actions and make the following material changes to its business practices going forward:

- i. Vivint will remove each approved Claimant from any unauthorized Vivint account(s) with which he or she is associated, to the extent they are so associated;
- ii. In order to verify that a prospective customer has consented to Vivint accessing his or her consumer report, Vivint will incorporate into its pre-qualification credit inquiry a process that:
 - a. requires the customer to provide the last four digits of the customer's social security number; and,
 - b. if the system returns a mismatch, will block the transaction from proceeding until sufficient information is entered to produce a match;
- iii. Vivint will incorporate into its financing application process a system to verify the consumer's identity that includes requiring the customer to present government-issued identification;
- iv. Vivint will incorporate into its financing application process a process whereby the customer prepares the financing application from the customer's own device;
- v. Vivint will incorporate into its financing application process a process whereby the customer acknowledges that he or she agrees and understands that Vivint will be using his or her personal information to access his or her consumer report for the purpose of financing home security equipment from Vivint;
- vi. Vivint will incorporate a policy requiring that a government-issued identification for each person signing a Vivint contract for equipment or services be viewed or captured during the account creation or installation processes; and,
- vii. Vivint will take reasonable steps to verify every name and address included with a Vivint account to confirm that the individual is properly included within the account prior to:
 - a. attempting to collect any debt;
 - b. referring an account to a debt collector;
 - c. selling any debt to a debt buyer; or,
 - d. reporting any debt to a consumer reporting agency.

IS THIS SETTLEMENT RELATED TO VIVINT'S SETTLEMENT AGREEMENT WITH THE FEDERAL TRADE COMMISSION?

No, while some of the claims and allegations are similar, this lawsuit was prosecuted by private citizens and is entirely separate from the case that was prosecuted by the Federal Trade Commission. If you are a member of the Settlement Classes in this case, you are entitled to make a claim for cash payment in this Settlement even if you

have already received a cash payment from the Federal Trade Commission. However, if you are entitled to receive a cash payment from this Settlement, the amount of your payment will be reduced by the amount that you received from the Federal Trade Commission. Payments will not be reduced to less than \$250.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Classes, which means you give up your right to file or continue a lawsuit against Vivint and all Released Parties relating to accessing your credit without authorization from January 1, 2016 to [REDACTED], 2024. Giving up your legal claims is called a release. The precise terms of the release are set forth in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Classes, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as practicable after the Court order becomes final, which should occur within approximately [REDACTED] days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at [www.\[REDACTED\].com](http://www.[REDACTED].com), or you can call the Settlement Administrator at [REDACTED], or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Classes for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and a Class Representatives Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on [REDACTED] at [REDACTED] : [REDACTED] a.m. at the Jefferson County Courthouse, 716 N. Richard Arrington Blvd., Courtroom [REDACTED], Birmingham, Alabama 35203.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Vivint or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Classes.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Vivint, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Vivint will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Classes will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASSES?

The Court has approved the following attorneys to represent the Settlement Classes. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Jonathan S. Mann
Austin B. Whitten
Michael C. Bradley
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL, 35203
Tel: (205) 322-8880
jonm@pittmandutton.com
austinw@pittmandutton.com
mike@pittmandutton.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.website.com. If you have any questions, you can also call the Settlement Administrator at [REDACTED] or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the settlement website, all pleadings and documents filed in Court may be reviewed or copied in the Office of the Clerk of the Court. Please do not call the Judge or the Clerk of the Court about this case, as they will not be able to give you advice on your options.

EXHIBIT 2—SHORT FORM NOTICE

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR CREDIT WAS ACCESSED BY VIVINT, INC. TO OPEN ACCOUNTS WITHOUT AUTHORIZATION OR IF YOU WERE SUBJECTED TO COLLECTION ATTEMPTS REGARDING SUCH ACCOUNTS. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

Sullen, et al. v. Vivint, Inc., Case No. 01-CV-2023-903893 (Ala. Cir. Ct. Jefferson Cnty.)

For more information, visit www.website.com.

Para una notificación en Español, visitar www.website.com.

Vivint, Inc. (“Vivint”) is a company that sells and services smart home security systems across the United States. A settlement has been reached in a class action lawsuit involving allegations that Vivint accessed individuals’ credit information without authorization with certain of those individuals having been subject to collection efforts regarding accounts that were created using the credit information that was accessed without authorization. The lawsuit, *Sullen, et al. v. Vivint, Inc.*, Case No. 01-CV-2023-903893 (Ala. Cir. Ct. Jefferson Cnty.), further alleges that Vivint violated the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, by accessing credit information of consumers to create accounts without their authorization and thereby without a permissible purpose. Certain of those individuals were subject to collection efforts regarding these accounts. Vivint contests these claims and denies that it violated the FCRA. The proposed settlement is not an admission of wrongdoing by Vivint. Vivint denies that it violated the FCRA or any similar laws, and the Court hasn’t decided who is right or wrong. Rather, the parties are resolving the dispute by settlement.

Am I a Member of the Settlement Classes?

You could be a member of the Settlement Classes if, at any time between January 1, 2016, and [REDACTED], 2024, Vivint accessed your credit without authorization and used that information to create a Vivint account in your name.

What Can I Get from the Proposed Settlement?

If the Court finally approves the settlement, class members who timely submit a valid claim form will be entitled to a payment of up to \$1,200 per account created in their name without authorization for which he or she was subjected to collection attempts and up to \$250 per additional account created in his or her name without authorization that was not subjected to collection attempts, all paid out of a \$9,750,000 fund (the “Settlement Fund”) that Vivint has agreed to create. The exact amount of each class member’s payment is unknown at this time, but it may be reduced depending on several factors, including how many settlement class members return valid claim forms and whether the class member previously received a payment from Vivint’s settlement with the Federal Trade Commission. Administration expenses, attorneys’ fees and costs, and service awards are also to be paid from the Settlement Fund.

To make a claim for a cash payment, you must submit a completed claim form electronically via the settlement website or email or by U.S. mail (sent or postmarked) by [REDACTED], 2024. All timely claims will be verified using Vivint’s records, and receiving this Notice does not guarantee that you are a class member or will receive a cash payment.

What are my Options?

Please visit the settlement website, www.website.com, for details about your options and related deadlines. If you do not want to be legally bound by the settlement, you must exclude yourself by [REDACTED], 2024. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may also object to the settlement by making a valid objection by [REDACTED], 2024. The Long Form Notice, available on the website, explains how to exclude yourself or object. The Court will hold a fairness hearing on [REDACTED], 2024 to consider whether to approve the settlement and a request by Class Counsel for attorneys’ fees of up to one-third of the Settlement Fund for their substantial work in the case, in addition to reimbursement of expenses and costs not to exceed One Hundred Sixty Five Thousand (\$165,000.00). The Court will also consider a request for service award payments totaling \$30,000 to the Class Representatives. You may appear at the hearing, either by yourself or through an attorney hired by you, but you don’t have to.

For more information and for a claim form, visit www.website.com or call 1-999-999-9999.

YOUR CLAIM NUMBER [IF APPLICABLE]: [XXXXXX]

EXHIBIT 3—CLAIM FORM

**VIVINT, INC. CLASS ACTION SETTLEMENT
PROOF OF CLAIM FORM**

TO RECEIVE A PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY [REDACTED], 2024, AND IT MUST ALSO BE VALIDATED THROUGH THE CLAIMS ADMINISTRATION PROCESS.

IMPORTANT NOTE: You must submit this Claim Form as stated in Step 5 below by [DATE] or with a postmark date of no later than [Date] in order for its validity to be considered to receive payment. To complete this Claim Form, read the instructions below in Step 1; provide the requested information in Step 2; sign the certification in Step 3; provide the optional supporting documentation in Step 4, and submit the completed Claim Form electronically or by mail as outlined in Step 5.

Each Settlement Class Member may submit *only one* Claim Form regardless of the number of times you believe Vivint, Inc. (“Vivint”) accessed your credit information, the number of accounts that may have been opened without authorization, or the number of collection efforts you may have been subjected to. Settlement Class Members are eligible to receive compensation for each account that was opened without authorization and each account subjected to collections. However, Settlement Class Members can only receive payment for an account once. Submitting more than one Claim Form will not increase your compensation under the Settlement Agreement. After a valid Claim Form is submitted, the Settlement Administrator will utilize Vivint’s records and third-party records to determine the amount each eligible Settlement Class Member is actually entitled to receive under the terms of the Settlement Agreement.

STEP 1 – INSTRUCTIONS

In the spaces below in Steps 2 and 3, provide your (i) name, (ii) date of birth, (iii) address(es), (iv) email, (v) phone number, (vi) claim number, if applicable, and (vii) provide your responses to each of the certifications in Step 3. Remember that only credit accesses, account creations, or collection efforts by Vivint occurring between January 1, 2016, and [Prelim Approval], are eligible for a claim.

STEP 2 – REQUIRED CLAIMANT INFORMATION

Name: _____
(First) (Middle Initial) (Last)

Date of Birth: _____

All address(es) you have been associated with from January 1, 2016 to [Prelim Approval]:

(Street)

YOUR CLAIM NUMBER **[IF APPLICABLE]**: [XXXXXX]

(City) (State) (Zip Code)

(Street)

(City) (State) (Zip Code)

(Street)

(City) (State) (Zip Code)

(Street)

(City) (State) (Zip Code)

Additional Addresses (if applicable):

Email Address: _____

Telephone number: () -

Claim # (if applicable): _____

(If you received a post card settlement notice, this number will appear in the top right corner of the post card.)

STEP 3 – REQUIRED CERTIFICATION

Please check all that apply to you:

During the period of January 1, 2016, through [REDACTED], 2024, I was a Vivint Customer. If yes, please answer the following questions:

- **How many Vivint accounts did you have? _____ (not required)**

- What were the account number(s) of your Vivint account(s)? _____ (not required)

In addition to the accounts above, if any, I believe that Vivint opened an account using my name or credit information without my authorization during the period of January 1, 2016, through _____, 2024.

I believe that I was subjected to collection efforts by Vivint regarding unauthorized accounts that were opened in my name from January 1, 2016, through _____, 2024.

I certify, UNDER PENALTY OF PERJURY, that all the above statements are TRUE AND ACCURATE to the best of my knowledge. I understand that the Settlement Administrator and the Parties have the right to verify my responses or otherwise dispute any claims that are based on inaccurate responses.

Signature

Date

STEP 4 – OPTIONAL SUPPORTING DOCUMENTATION

If you checked any of the boxes in Step 3 above, and you possess any supporting documentation, please attach to this Claim Form (either by attaching .pdfs, if submitting electronically via the settlement website or by email, or by including a hard copy print out, if you are submitting this Claim Form by mail) all documentation you contend evidences the fact Vivint accessed your credit, created an account in your name without authorization, or made collection efforts against you. Documentation may include screen shots, emails, letters, credit report print outs, or call records. Submitting documentation to support your claim is NOT required, but it can assist the Settlement Administrator in determining the validity and/or value of your claim.

STEP 5 – METHODS OF SUBMISSION

Claim Form Submission Deadline: DATE

Please complete the Claim Form above and submit it electronically via the settlement website (www.WEBSITE.com) or by emailing it (claims@WEBSITE.com) or by mailing a completed Claim Form no later than midnight, U.S. Eastern Standard Time, on [Date] to the following physical address:

[INSERT]

EXHIBIT 4—NOTICE PLAN

Notice Plan

The Settlement Administrator shall notify the Settlement Class Members as follows:

I. Direct Notice

The Settlement Administrator shall, using independent reverse look-up services and databases, determine the physical address, telephone number, and email addresses, as applicable and available, of each Person found within the Direct Notice Data (the “Notice Reverse Look-up Data”). The Settlement Administrator shall then remove all data associated with accounts where the independently identified physical address matches the service address contained within Direct Notice Data (the “Removed Data”). The Settlement Administrator shall send, via regular U.S. Mail and via electronic mail (if known), the Short Form Notice to the individuals remaining in the Direct Notice Data after such removal (the “Direct Notice Recipients”). The Settlement Administrator shall also re-mail notices one time that are returned as unable to be delivered.

II. Publication Notice

The Settlement Administrator shall create a nationwide publication program substantially consistent with the proposal provided by the Settlement Administrator to the Parties, attached hereto as **Schedule A**, reasonably calculated to provide notice to Injunctive Settlement Class Members and any Damages Settlement Class Members who may not receive Direct Notice. Such publication will use the notice attached to the Agreement as Exhibit 4(a) (“Publication Notice”) and will include running notices for a minimum of six (6) consecutive weeks, starting no later than thirty (30) days from the Court’s entry of the Preliminary Approval Order. Publication may include digital (e.g., social media), print, or other mediums (e.g., radio), as deemed advisable by the Settlement Administrator and agreed to by the Parties.

III. Website

The Settlement Administrator shall create a website no later than twenty-one (21) days from the Court’s entry of the Preliminary Approval Order that shall include the following documents, which shall be available for download:

- (a) Complaint in the Litigation;
- (b) Motion for Preliminary Approval
- (c) Settlement Agreement;
- (d) Long Form Notice; and
- (e) Claim Form.

(the “Website”). The Website shall additionally contain information intended to assist and inform Class Members regarding the Settlement and the claims process, including without waiver the Claims Deadline.

EXHIBIT 4(a)—PUBLICATION NOTICE

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR CREDIT WAS ACCESSED BY VIVINT, INC. TO OPEN ACCOUNTS WITHOUT AUTHORIZATION OR IF YOU WERE SUBJECTED TO COLLECTION ATTEMPTS REGARDING SUCH ACCOUNTS. THIS SETTLEMENT IS ENTIRELY SEPERATE FROM VIVINT'S SETTLEMENT WITH THE FEDERAL TRADE COMMISSION.

For more information, visit www.website.com.

Para una notificacion en Espanol, visitar www.website.com

Vivint, Inc. ("Vivint") is a company that sells and services smart home security systems across the United States. A settlement has been reached in a class action lawsuit involving allegations that Vivint accessed credit information in violation of the Fair Credit Reporting Act and created Vivint accounts without authorization. The proposed settlement is not an admission of wrongdoing by Vivint, and Vivint denies that it violated the law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and distraction of litigation, Vivint has agreed to a settlement of the class action lawsuit. That settlement has been preliminarily approved by a Court in Birmingham, Alabama. For complete information visit www.website.com.

As part of the settlement, Vivint has agreed to establish a settlement fund of \$9,750,000, from which class members may submit a claim form to receive a cash payment. The exact amount of each class member's payment is unknown at this time; but it will be up to \$1,200 per account created in their name without authorization for which he or she was subjected to collection attempts and \$250 per additional account created in his or her name without authorization that was not subjected to collection attempts, to be paid from the settlement fund. Please visit www.website.com to learn more about the settlement and your rights and options, including how to submit a claim form electronically or by mail, as well as how to exclude yourself or object to the settlement. Claim forms must be submitted by [REDACTED], 2024.

As part of the settlement, Class Counsel will request an award of attorneys' fees not to exceed one-third (1/3) of the settlement fund and expenses (including costs) not to exceed One Hundred Sixty-Five Thousand (\$165,000.00). The Class Representatives will also petition the Court for a total award of \$30,000.00 for their services in bringing this suit. It is not expected that the award of fees or the service award will reduce the benefit to any Class Member, but it is possible depending on the number of valid claims submitted. You may retain your own counsel, but only at your own expense.

**The sole purpose of this notice is to inform you of the settlement so that you can decide what to do about it.
For more information, and to submit a claim form, visit www.website.com.**

Summary Of Your Legal Rights And Options In The Settlement

| You May: | Result | Due Date: |
|---|--|---|
| AGREE WITH THE SETTLEMENT AND SUBMIT A CLAIM FORM | By submitting a claim, you are eligible to receive a payment from the Settlement Fund if your claim is deemed valid, but you give up your right to be part of any other lawsuits involving claims associated with this case, if any. | The claim form must be submitted through the settlement website, sent by email, or must be postmarked by [insert date] or your claim will be rejected. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | You get no payment, but you can be a part of future lawsuits involving claims associated with this case, if any. | Your exclusion request must be submitted in writing and mailed to the Claims Administrator, postmarked no later than [insert date] . |
| OBJECT TO THE SETTLEMENT | Write to the Court about the reasons that you're against the settlement. | Your Objection must be in writing and filed with the Court with copies to all counsel by [insert date] . |
| ATTEND A HEARING | Request that you be allowed to speak in Court about the fairness of the settlement. | You must file a Notice of Intention to Appear and Object with the Court with copies to counsel by [insert date] . |
| DO NOTHING | If you do nothing, you get no payment and give up your legal rights. | |

For complete information about the settlement and your options, related Court documents, and claim form, please visit [www.\[settlement\].com](http://www.[settlement].com) or call [\[toll free number\]](tel:[toll free number]). You may also contact the attorneys for the class: Jon Mann, Austin Whitten, or Mike Bradley of Pittman, Dutton, Hellums, Bradley & Mann, P.C., 201 Park Place North, Suite 1100, Birmingham, AL 35203, (205) 322-8880.

EXHIBIT 5—PRELIMINARY APPROVAL ORDER

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

| | | |
|--|---|-----------------------------------|
| DANIEL SULLEN and JOSHUA RENFROE, on behalf of themselves and other persons similarly situated, |) | |
| |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| |) | |
| v. |) | Case No. 01-CV-2023-903893 |
| |) | |
| VIVINT, INC., |) | |
| |) | |
| Defendant. |) | |
| |) | |

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiffs Daniel Sullen and Joshua Renfroe and Defendant Vivint, Inc. (“Vivint”) (together, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel and assisted by an impartial, well-respected mediator.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Alabama Rule of Civil Procedure 23, including numerosity, commonality and predominance, and adequacy, have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Alabama Rule of Civil Procedure 23, and for the purposes of settlement only, the following Settlement Classes consisting of:

(1) Damages Settlement Class

All natural Persons in the United States for whom Vivint accessed consumer report information without authorization and used his or her information to create a Vivint account between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have been subjected to Collection Efforts by Vivint. Excluded from the term “Damages Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant; (2) governmental agencies, entities, or judicial officers; and (3) any person or entity which properly executes and submits a timely request for exclusion from the Settlement Class; and,

(2) Injunctive Settlement Class

All natural Persons in the United States for whom Vivint accessed consumer report information without authorization between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have not been subjected to collection efforts by Vivint. Excluded from the term “Injunctive Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant; (2) governmental agencies, entities, or judicial officers; and (3) any person or entity which properly executes and submits a timely request for exclusion from the Settlement Class.

5. For settlement purposes only, Plaintiffs Daniel Sullen and Joshua Renfroe are hereby appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Jonathan S. Mann
Austin B. Whitten
Tom Dutton

Michael C. Bradley
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL 35203

7. The Court recognizes that, pursuant to the Settlement Agreement, Vivint retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Long Form Class Notice, Short Form Class Notice, Publication Notice, and Notice Plan, attached to the Settlement Agreement as Exhibits 1, 2, 4(a), and 4, respectively, and finds that they meet the requirements of Alabama Rule of Civil Procedure 23(c)(2) and 23(e) and satisfy Due Process.

9. The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Alabama Rule of Civil Procedure 23(c)(2) and 23(e) and constitutes the best notice practicable under the circumstances, including through a dedicated website and through publication in a national newspaper and by direct individual notice by postcard and email (if known) to potential Settlement Class Members, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. A.B. Data, Ltd. is hereby appointed Settlement Administrator to supervise and administer the Notice Plan, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement and the Notice Plan, and all forms of Notice shall be issued no later than [REDACTED], 2024 (twenty-one (21) days from the date of this Order)(the “Notice Date”).

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Class Notice. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 3.

13. All Claim Forms must be submitted to the Settlement Administrator and postmarked, sent by email, or submitted through the Settlement Website no later than [REDACTED], 2024 (forty-five (45) days after the Final Approval Hearing). Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section 2.6 of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion in accordance with Section 3.2 of the Settlement Agreement shall be so bound even if they have previously initiated or subsequently

initiate litigation or other proceedings against Vivint or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

15. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request in accordance with Section 3.2 of the Settlement Agreement. Such exclusion requests must be received by the Settlement Administrator at the email address or mailing address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than [REDACTED], **2024** (sixty (60) days from the Notice Date).

16. In order to exercise the right to be excluded, a Person within the Settlement Classes must timely submit a written request for exclusion to the Settlement Administrator providing his/her name, address, and email, the name and case number of this Lawsuit, and a statement that he or she wishes to be excluded from the Settlement Classes. Any request for exclusion must be personally signed by the person requesting exclusion. No person within the Settlement Classes, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Classes, may request exclusion from the Settlement Classes of any other person within the Settlement Classes.

17. Any person in the Settlement Classes who elects to be excluded shall not: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as a Service Award for the Class Representatives, no later than [REDACTED], **2024** (fourteen (14) days prior to the Exclusion and Opt-Out Deadlines).

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees and expenses that Class Counsel intends to seek and the payment of any Incentive Award, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Vivint's counsel, and the Settlement Administrator no later than [REDACTED], 2024 (sixty (60) days from the Notice Date). Addresses for Class Counsel, Vivint's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel:

Jonathan S. Mann
Austin B. Whitten
Tom Dutton
Michael C. Bradley
Pittman, Dutton, Hellums,
Bradley & Mann, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL 35203

Vivint's Counsel:

Jason Tompkins
Jonathan Hoffmann
BALCH & BINGHAM LLP
1901 Sixth Ave. N., Suite 1500
Birmingham, AL 35203

Settlement Administrator:

A.B. Data, Ltd.
600 A.B. Data Drive
Milwaukee, WI 53217

Clerk of Court:

Clerk of the Circuit Court of
Jefferson County
Birmingham Division
Jefferson County Courthouse
716 N. Richard Arrington Blvd.
Birmingham, AL 35203

20. Any Settlement Class Member who has not requested exclusion and who intends to object to this Agreement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: his/her full name, address and email; all grounds for the objection along with factual and legal support, including documentation or evidence purportedly proving the same, for the stated objection; and the identity of any other class action

cases to which the Person objected in the previous four (4) years. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, including the fairness, reasonableness, or adequacy of the Settlement, the payment of attorneys' fees, costs, and expenses, the payment of any Service Award, and the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's Fee and Expense Application and/or the request for a Service Award to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are

fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Order and Judgment.

23. All papers in support of the final approval of the proposed Settlement shall be filed no later than fourteen (14) days before the Final Approval Hearing.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. A hearing (the “Final Approval Hearing”) shall be held before the Court on , 2024 at : a.m./p.m., at the Jefferson County Courthouse, 716 N. Richard Arrington Blvd., Courtroom , Birmingham, Alabama 35203 (approximately ninety (90) days after the date of this Order) (or at such other time or location as the Court may without further notice direct) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under Alabama Rule of Civil Procedure 23 have been met;

(b) to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including a bar order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, costs, and expenses of Class Counsel;

(e) to consider the application for a Service Award to the Class Representatives;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and,

(g) to rule upon such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Judgment and Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

27. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

28. All discovery and other proceedings in the Litigation as between Plaintiffs and Vivint are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

29. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class Notice Mailed by: 21 days from Date of Preliminary Approval,
by [REDACTED], 2024.

Publication Notice by: 21 days from Date of Preliminary Approval,

by [REDACTED], 2024.

Settlement Website launched by: 21 days from Date of Preliminary Approval,
by [REDACTED], 2024.

Fee and Expense Application: 14 days prior to Objection/Exclusion Deadline:
by [REDACTED], 2024.

Deadline for Objections/Exclusions: 60 days from the Notice Date,
by [REDACTED], 2024.

Final Approval Motion Filed: 14 days prior to Final Approval Hearing,
by [REDACTED], 2024.

Final Approval Hearing: [REDACTED], 2024 at [REDACTED] : [REDACTED] a.m./p.m.

Claims Deadline: 45 days after Final Approval,
by [REDACTED], 2024.

IT IS SO ORDERED.

ENTERED: _____

Hon. Elisabeth French
Jefferson County Circuit Court Judge

EXHIBIT 6—FINAL APPROVAL ORDER

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

**DANIEL SULLEN and JOSHUA
RENFROE, on behalf of themselves
and other persons similarly situated,**

Plaintiffs,

v.

VIVINT, INC.,

Defendant.

Case No. 01-CV-2023-903893

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. All capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiffs Daniel Sullen and Joshua Renfroe and Defendant Vivint, Inc. (“Vivint” or “Defendant”) (together, the “Parties”), unless otherwise noted.

2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all parties to the Litigation, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated , 2023, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on [REDACTED], 2024, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Classes. The complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations presided over by a neutral mediator, further support this finding.

7. Pursuant to Alabama Rule of Civil Procedure 23, the Court finally certifies, for settlement purposes only, the following Settlement Classes:

(1) Damages Settlement Class

All natural Persons in the United States for whom Vivint accessed consumer report information without authorization and used his or her information to create a Vivint account between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have been subjected to collection efforts by Vivint. Excluded from the term “Damages Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant; (2) governmental agencies, entities, or judicial officers; and (3) any person or entity which properly executes and submits a timely request for exclusion from the Settlement Class; and

(2) Injunctive Settlement Class

All natural Persons in the United States for whom Vivint accessed consumer report information without authorization between January 1, 2016, and the date the Court enters the Preliminary Approval Order of the Settlement and who have not been subjected to collection efforts by Vivint. Excluded from the term “Injunctive Settlement Class” are: (1) any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant and the immediate family members

of such persons; (2) governmental agencies, entities, or judicial officers; and (3) any person or entity which properly executes and submits a timely request for exclusion from the Settlement Class.

8. The persons who are listed on Exhibit 1 to this order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Daniel Sullen and Joshua Renfroe as Class Representatives of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Jonathan S. Mann
Austin B. Whitten
Tom Dutton
Michael C. Bradley
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL 35203

11. With respect to the Settlement Classes, this Court finds, for settlement purposes only, that: (a) the Settlement Classes defined above are so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Classes, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Classes; and (d) certification of the Settlement Classes is an appropriate method for the fair and efficient adjudication of this controversy.

12. The Court has determined that the Class Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed

Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Alabama Rule of Civil Procedure 23(c)(2) and 23(e), applicable law, and the Due Process Clauses of the U.S. Constitution and Alabama Constitution.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Litigation with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against Vivint. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are forever released, relinquished, and discharged against the Released Parties.

15. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Classes shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as defined under the Settlement Agreement.

16. Without limiting any provision of this Order, including Paragraphs 14 and 15, the Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective. The Court finds that Plaintiffs have, and the Settlement Class Members are deemed to have, knowingly waived the protections of California Civil Code § 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases.

17. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members whose names do not appear on Exhibit 1 hereto as having validly and timely excluded themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees to Class Counsel in the amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00). This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court also approves payment or reimbursement of costs and expenses in the amount of One Hundred Sixty-Five Thousand (\$165,000.00). The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: first, the

Court finds that the Settlement provides substantial benefits to the Settlement Classes. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion with the aid of an impartial, experienced mediator, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

20. The Court approves service awards in the amount of Fifteen Thousand Dollars (\$15,000.00) for each of the Class Representatives, Daniel Sullen and Joshua Renfroe, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Classes, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Classes. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Vivint or any of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Vivint or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Vivint.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____

Hon. Elisabeth French
Jefferson County Circuit Court Judge

EXHIBIT 1

List of persons validly and timely excluded from the Settlement:

1.

NO FURTHER NAMES FOLLOW