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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Paul Parshall, individually and On Behalf
of All Others Similarly Situated,

Plaintiffs.

v.

Lifelock, Inc.; Roy A. Guthrie; Hilary A.
Schneider; Todd Davis; Gary Briggs;
David Cowan; Albert Pimentel; Thomas
J. Ridge; Jaynie Miller Studenmund;
Symantec Corporation; and L116 Merger
Sub, Inc.,

Defendants.

Case No.:

JURY TRIAL DEMANDED

CLASS ACTION

COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934

Plaintiff, by his undersigned attorneys, for this complaint against defendants,

1 alleges upon personal knowledge with respect to himself, and upon information and
2 belief based upon, *inter alia*, the investigation of counsel as to all other allegations
3 herein, as follows:
4

5 **NATURE OF THE ACTION**

6 1. This action stems from a proposed transaction announced on November 21,
7 2016 (the “Proposed Transaction”), pursuant to which LifeLock, Inc. (“LifeLock” or the
8 “Company”) will be acquired by Symantec Corporation (“Parent”) and L1116 Merger
9 Sub, Inc. (“Merger Sub,” and together with Parent, “Symantec”).
10

11 2. On November 20, 2016, LifeLock’s Board of Directors (the “Board” or
12 “Individual Defendants”) caused the Company to enter into an agreement and plan of
13 merger (the “Merger Agreement”). Pursuant to the terms of the Merger Agreement,
14 shareholders of LifeLock will receive \$24.00 per share in cash.
15

16 3. On December 9, 2016, defendants filed a Preliminary Proxy Statement (the
17 “Proxy Statement”) with the United States Securities and Exchange Commission (“SEC”)
18 in connection with the Proposed Transaction.
19

20 4. The Proxy Statement omits material information with respect to the
21 Proposed Transaction, which renders the Proxy Statement false and misleading.
22 Accordingly, plaintiff alleges herein that defendants violated Sections 14(a) and 20(a) of
23 the Securities Exchange Act of 1934 (the “1934 Act”) in connection with the Proxy
24 Statement.
25
26

27 **JURISDICTION AND VENUE**

28 5. This Court has jurisdiction over the claims asserted herein pursuant to

1 Section 27 of the 1934 Act because the claims asserted herein arise under Sections 14(a)
2 and 20(a) of the 1934 Act and Rule 14a-9.

3 6. This Court has jurisdiction over defendants because each defendant is either
4 a corporation that conducts business in and maintains operations within this District, or is
5 an individual with sufficient minimum contacts with this District so as to make the
6 exercise of jurisdiction by this Court permissible under traditional notions of fair play and
7 substantial justice.
8

9
10 7. Venue is proper under 28 U.S.C. § 1391(b) because a substantial portion of
11 the transactions and wrongs complained of herein occurred in this District.
12

13 PARTIES

14 8. Plaintiff is, and has been continuously throughout all times relevant hereto,
15 the owner of LifeLock common stock.

16 9. Defendant LifeLock is a Delaware corporation and maintains its principal
17 executive office at 60 East Rio Salado Parkway, Suite 400, Tempe, Arizona 85281.
18 LifeLock's common stock is traded on the NYSE under the ticker symbol "LOCK."

19
20 10. Defendant Roy A. Guthrie ("Guthrie") is a director and Chairman of the
21 Board of LifeLock. According to the Company's Form DEF 14A filed with the SEC on
22 March 24, 2016 (the "2016 Proxy"), Guthrie is Chair of the Audit Committee, a member
23 of the Compensation Committee, and a member of the Nominating & Corporate
24 Governance Committee.
25

26
27 11. Defendant Hilary A. Schneider ("Schneider") is a director and President of
28 LifeLock and was named Chief Executive Officer ("CEO") in March 2016.

1 other public stockholders of LifeLock (the “Class”). Excluded from the Class are
2 defendants herein and any person, firm, trust, corporation, or other entity related to or
3 affiliated with any defendant.
4

5 22. This action is properly maintainable as a class action.

6 23. The Class is so numerous that joinder of all members is impracticable. As
7 of November 14, 2016, there were approximately 94,262,360 shares of LifeLock
8 common stock outstanding, held by hundreds, if not thousands, of individuals and entities
9 scattered throughout the country.
10

11 24. Questions of law and fact are common to the Class, including, among
12 others: (i) whether defendants violated the 1934 Act; and (ii) whether defendants will
13 irreparably harm plaintiff and the other members of the Class if defendants’ conduct
14 complained of herein continues.
15

16 25. Plaintiff is committed to prosecuting this action and has retained competent
17 counsel experienced in litigation of this nature. Plaintiff’s claims are typical of the
18 claims of the other members of the Class and plaintiff has the same interests as the other
19 members of the Class. Accordingly, plaintiff is an adequate representative of the Class
20 and will fairly and adequately protect the interests of the Class.
21

22 26. The prosecution of separate actions by individual members of the Class
23 would create the risk of inconsistent or varying adjudications that would establish
24 incompatible standards of conduct for defendants, or adjudications that would, as a
25 practical matter, be dispositive of the interests of individual members of the Class who
26 are not parties to the adjudications or would substantially impair or impede those non-
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1 party Class members' ability to protect their interests.

2 27. Defendants have acted, or refused to act, on grounds generally applicable to
3 the Class as a whole, and are causing injury to the entire Class. Therefore, final
4 injunctive relief on behalf of the Class is appropriate.
5

6 **SUBSTANTIVE ALLEGATIONS**

7 ***Background of the Company***

8
9 28. LifeLock is a leading provider of proactive identity theft protection services
10 for consumers and consumer risk management services for enterprises.

11 29. The Company's threat detection, proactive identity alerts, and
12 comprehensive remediation services help provide peace of mind for consumers amid the
13 growing threat of identity theft.
14

15 30. Leveraging unique data, science, and patented technology from ID
16 Analytics, Inc. ("ID Analytics"), a wholly-owned subsidiary, LifeLock offers identity
17 theft protection that goes significantly beyond credit monitoring.
18

19 31. On November 1, 2016, the Company issued a press release wherein it
20 reported its financial results for the third quarter ended September 30, 2016. Total
21 revenue was \$170.3 million for the third quarter, up 12% from \$152.0 million for the
22 third quarter of 2015. Consumer revenue was \$161.7 million, up 12% from \$144.6
23 million for the third quarter of 2015. Enterprise revenue was \$8.6 million, up 18% from
24 \$7.3 million for the third quarter of 2015. Net income was \$14.4 million, compared to
25 net loss of \$65.1 million for the third quarter of 2015. Net income per diluted share was
26
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1 \$0.15 based on 97.3 million weighted-average shares outstanding, compared to net loss
2 per diluted share of \$0.68 for the third quarter of 2015 based on 95.3 million weighted-
3 average shares outstanding. Adjusted net income was \$33.5 million, compared to
4 adjusted net income of \$27.6 million for the third quarter of 2015. Adjusted net income
5 per diluted share was \$0.34 based on 97.3 million weighted-average shares outstanding,
6 compared to adjusted net income per diluted share of \$0.28 for the third quarter of 2015
7 based on 99.5 million weighted-average shares outstanding.
8
9

10 32. In the November 1 press release, the Company also reported various recent
11 business highlights. Among other things, LifeLock reported that the Company recorded
12 its forty-sixth consecutive quarter of sequential growth in revenue and cumulative ending
13 members. LifeLock announced a new partnership agreement with a leading wireless
14 carrier, and ID Analytics announced the launch of the Online Lending Network, a new
15 consortium expected to enhance responsible lending, help protect consumers and
16 businesses, and address credit and fraud risks. Moreover, the Company added
17 approximately 254,000 gross new members in the third quarter of 2016 and ended the
18 quarter with approximately 4.4 million members. It also increased monthly average
19 revenue per member to \$12.25 for the third quarter of 2016 from \$11.91 for the third
20 quarter of 2015.
21
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23

24 33. With respect to the strong financial results and business highlights,
25 Individual Defendant Schneider, CEO and President of the Company, commented:
26

27 LifeLock delivered solid financial results in our third quarter with strong
28 annual retention rates, continued adoption of our premium products and
strength in our enterprise business. . . . We also reached a number of

1 important strategic milestones that provide the foundation for continued
2 and meaningful product differentiation including the completion of our
3 flexible and extensible Identity Theft Protection or ITPS platform, the
4 launch of our new LifeLock mobile app and our IDENTITY mobile app
5 that helps consumers simplify the management of their digital identity.

6 ***The Preclusive Merger Agreement***

7 34. On November 20, 2016, the Individual Defendants caused LifeLock to
8 enter into the Merger Agreement, pursuant to which the Company will be acquired for
9 inadequate consideration.

10 35. The Individual Defendants have all but ensured that another entity will not
11 emerge with a competing proposal by agreeing to a “no solicitation” provision in the
12 Merger Agreement that prohibits the Individual Defendants from soliciting alternative
13 proposals and severely constrains their ability to communicate and negotiate with
14 potential buyers who wish to submit or have submitted unsolicited alternative proposals.

15 Section 5.3(a) of the Merger Agreement states, in relevant part:
16

17 (a) No Solicitation or Negotiation. Subject to the terms of Section 5.3(b),
18 from the date of this Agreement until the earlier to occur of the (1)
19 termination of this Agreement pursuant to Article VIII and (2) Effective
20 Time, the Company will cease and cause to be terminated any discussions
21 or negotiations with, and terminate any data room access (or other access to
22 diligence) of, any Person and its Affiliates, directors, officers, employees,
23 consultants, agents, representatives and advisors (collectively,
24 “Representatives”) relating to an Acquisition Transaction. Unless the
25 Company has already so requested prior to the date of this Agreement,
26 promptly following the date of this Agreement, the Company will request
27 that each Person (other than Parent and its Representatives) that has, prior
28 to the date of this Agreement, executed a confidentiality agreement in
connection with its consideration of an Acquisition Transaction, promptly
return or destroy, in accordance with the terms of such confidentiality
agreement, all non-public information furnished to such Person by or on
behalf of the Company or its Subsidiaries prior to the date of this
Agreement. Subject to the terms of Section 5.3(b) and Section 5.3(d), from

1 the date of this Agreement until the earlier to occur of the (1) termination of
2 this Agreement pursuant to Article VIII and (2) Effective Time, the
3 Company and its Subsidiaries, and their respective directors and executive
4 officers, will not, and the Company will not authorize or direct any of its or
5 its Subsidiaries' employees, consultants or other Representatives to,
6 directly or indirectly, (i) solicit, initiate, propose or induce the making,
7 submission or announcement of, or knowingly encourage, facilitate or
8 assist, any proposal that constitutes, or is reasonably expected to lead to, an
9 Acquisition Proposal; (ii) furnish to any Person (other than Parent, Merger
10 Sub or any of their respective designees) any non-public information
11 relating to the Company or any of its Subsidiaries or afford to any Person
12 access to the business, properties, assets, books, records or other non-public
13 information, or to any personnel, of the Company or any of its Subsidiaries
14 (other than Parent, Merger Sub or any of their respective designees), in any
15 such case in connection with any Acquisition Proposal or with the intent to
16 induce the making, submission or announcement of, or to knowingly
17 encourage, facilitate or assist, an Acquisition Proposal or the making of any
18 proposal that would reasonably be expected to lead to an Acquisition
19 Proposal; (iii) participate, or engage in discussions or negotiations, with any
20 Person with respect to an Acquisition Proposal or with respect to any
21 inquiries from third Persons relating to the making of an Acquisition
22 Proposal (other than only informing such Persons of the provisions
23 contained in this Section 5.3); (iv) approve, endorse or recommend any
24 proposal that constitutes, or is reasonably expected to lead to, an
25 Acquisition Proposal; (v) enter into any letter of intent, memorandum of
26 understanding, merger agreement, acquisition agreement or other Contract
27 relating to an Acquisition Transaction, other than an Acceptable
28 Confidentiality Agreement (any such letter of intent, memorandum of
understanding, merger agreement, acquisition agreement or other Contract
relating to an Acquisition Transaction, an " Alternative Acquisition
Agreement "); or (vi) authorize or commit to do any of the foregoing.

36. Further, the Company must advise Symantec, within twenty-four hours, of
any proposals or inquiries received from other parties. Section 5.3(e) of the Merger
Agreement states:

(e) Notice to Parent. From the date of this Agreement until the earlier to
occur of the (1) termination of this Agreement pursuant to Article VIII and
(2) Effective Time, the Company will promptly (and, in any event, by the
later of (i) 24 hours from the receipt thereof or (ii) 12:00 noon, Pacific time,
on the next Business Day) notify Parent if any Acquisition Proposal, or

1 inquiry from any Person or Group related to making a potential Acquisition
2 Proposal, is, to the Knowledge of the Company (which, for all purposes of
3 this clause (e), will be deemed to also include each member of the
4 Company Board, the Company's financial advisor and legal counsel and
5 will not be deemed to be only as of the date of this Agreement), received
6 by, any non-public information is requested from, or any discussions or
7 negotiations are sought to be initiated or continued with, the Company or
8 any of its Representatives. Such notice must include (A) the identity of the
9 Person or Group making such proposal, inquiry, request or offer; and (B) a
10 summary of the material terms and conditions of such proposal, inquiry,
11 request or offer and, if writing, a copy thereof together with all material
12 documents provided therewith. Thereafter, the Company must keep Parent
13 reasonably informed, by providing notice by the later of (1) 24 hours from
14 the receipt thereof or (2) 12:00 noon, Pacific time, on the next Business
15 Day after obtaining Knowledge thereof, of any changes in the status and
16 terms of any such offers or proposals (including any amendments thereto)
17 and the status of any such discussions or negotiations.

18 37. Moreover, the Merger Agreement contains a highly restrictive "fiduciary
19 out" provision permitting the Board to withdraw its approval of the Proposed Transaction
20 under extremely limited circumstances, and grants Symantec a "matching right" with
21 respect to any "Superior Proposal" made to the Company. Section 5.3(d) of the Merger
22 Agreement provides, in relevant part:

23 (d) Company Board Recommendation Change; Entry into Alternative
24 Acquisition Agreement. Notwithstanding anything to the contrary set forth
25 in this Agreement, at any time prior to the Company obtaining the
26 Requisite Stockholder Approval: . . .

27 (ii) if the Company has received a written Acquisition Proposal that the
28 Company Board (or a committee thereof) has concluded in good faith (after
consultation with its financial advisor and outside legal counsel) is a
Superior Proposal, then the Company Board may (A) effect a Company
Board Recommendation Change with respect to such Superior Proposal; or
(B) authorize the Company to terminate this Agreement pursuant to Section
8.1(h) to enter into an Alternative Acquisition Agreement with respect to
such Superior Proposal, in each case if and only if:

(1) the Company Board (or a committee thereof) determines in good faith

1 (after consultation with its financial advisor and outside legal counsel) that
2 the failure to do so would be reasonably expected to be inconsistent with its
3 fiduciary duties pursuant to applicable Law;

4 (2) the Company has complied in all material respects with its obligations
5 pursuant to this Section 5.3 with respect to such Acquisition Proposal; and

6 (3)(i) the Company has provided prior written notice to Parent at least five
7 Business Days in advance (the “Notice Period”) to the effect that the
8 Company Board (or a committee thereof) has (A) received a written
9 Acquisition Proposal that has not been withdrawn; (B) concluded in good
10 faith (after consultation with its financial advisor and outside legal counsel)
11 that such Acquisition Proposal constitutes a Superior Proposal; and
12 (C) resolved to effect a Company Board Recommendation Change or to
13 terminate this Agreement pursuant to this Section 5.3(d)(ii), which notice
14 will describe the basis for such Company Board Recommendation Change
15 or termination, including the identity of the Person or Group making such
16 Acquisition Proposal, the material terms of such Acquisition Proposal and
17 copies of all relevant documents relating to such Acquisition Proposal; and
18 (ii) prior to effecting such Company Board Recommendation Change or
19 termination, the Company and its Representatives, during the Notice
20 Period, have (1) negotiated with Parent and its Representatives in good
21 faith (to the extent that Parent desires to so negotiate) to make such
22 adjustments to the terms and conditions of this Agreement so that such
23 Acquisition Proposal would cease to constitute a Superior Proposal; and
24 (2) permitted Parent and its Representatives to make a presentation to the
25 Company Board regarding this Agreement and any adjustments with
26 respect thereto (to the extent that Parent requests to make such a
27 presentation), it being understood that (a) in the event of any material
28 revisions to such Acquisition Proposal, the Company will be required to
deliver a new written notice to Parent and to comply with the requirements
of this Section 5.3(d)(ii)(3) with respect to such new written notice (with
the “Notice Period” in respect of such new written notice being three
Business Days); and (b) at the end of the Notice Period, the Company
Board (or a committee thereof) must have in good faith (after consultation
with its financial advisor and outside legal counsel) reaffirmed its
determination that such Acquisition Proposal is a Superior Proposal.

38. Further locking up control of the Company in favor of Symantec, the
Merger Agreement provides for a “termination fee” of \$87.5 million, payable by the

1 Company to Symantec if the Individual Defendants cause the Company to terminate the
2 Merger Agreement.

3 39. By agreeing to all of the deal protection devices, the Individual Defendants
4 have locked up the Proposed Transaction and have precluded other bidders from making
5 successful competing offers for the Company.
6

7 40. Additionally, Symantec has entered into a support agreement with
8 Individual Defendants Schneider, Davis, and Cowan, as well as Bessemer Venture
9 Partners, which currently owns approximately 5,540,485 shares of LifeLock common
10 stock, pursuant to which such parties have agreed to vote their Company shares in favor
11 of the Proposed Transaction. Accordingly, such shares are already locked up in favor of
12 the merger.
13
14

15 ***Inadequate Merger Consideration and Interests of the Company's Officers and***
16 ***Directors***

17 41. The consideration to be paid to plaintiff and the Class in the Proposed
18 Transaction is inadequate.
19

20 42. Among other things, the intrinsic value of the Company is materially in
21 excess of the amount offered in the Proposed Transaction.
22

23 43. Accordingly, the Proposed Transaction will deny Class members their right
24 to share proportionately and equitably in the true value of the Company's valuable and
25 profitable business, and future growth in profits and earnings.

26 44. Meanwhile, certain of the Company's officers and directors stand to receive
27 substantial benefits as a result of the Proposed Transaction.
28

1 45. For example, Individual Defendants Davis, Schneider, and Cowan stand to
2 receive \$47,447,061, \$34,314,336, and \$14,914,848, respectively, in connection with the
3 Proposed Transaction.
4

5 46. Moreover, LifeLock's executive officers (other than Davis and Schneider)
6 stand to receive \$27,750,301, and the Company's non-employee directors (other than
7 Cowan) stand to receive \$9,817,013.
8

9 ***The Proxy Statement Omits Material Information, Rendering It False and Misleading***

10 47. Defendants filed the Proxy Statement with the SEC in connection with the
11 Proposed Transaction. As set forth below, the Proxy Statement omits material
12 information with respect to the Proposed Transaction, which renders the Proxy Statement
13 false and misleading.
14

15 48. The Proxy Statement omits material information regarding LifeLock's
16 projected financial information and the financial analyses performed by the Company's
17 financial advisor, Goldman, Sachs & Co. ("Goldman"), in support of its so-called fairness
18 opinion.
19

20 49. For example, with respect to Goldman's *Illustrative Present Value of*
21 *Future Share Price Analysis*, the Proxy Statement fails to disclose: (i) LifeLock's
22 estimated number of fully diluted shares outstanding as of the end of each year as part of
23 the Five-Year Forecasts as used in this analysis; (ii) the projected levels of total debt,
24 total cash, and cash equivalents as of the end of each year as part of the Five-Year
25 Forecasts, which would have been required to convert the resulting Enterprise Values
26 from the use of the selected EV/EBITDA multiples to Equity Values, to then be
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1 discounted at the selected cost of equity; and (iii) Goldman’s basis for selecting and
2 applying a Forward Free Cash Flow Yield range of 6.6% to 9.9% and an EV/EBITDA
3 multiple range of 9.0x to 13.6x.

4
5 50. With respect to Goldman’s *Illustrative Discounted Cash Flow Analysis*, the
6 Proxy Statement fails to disclose: (i) the inputs and assumptions underlying the weighted
7 average cost of capital analysis; (ii) Goldman’s basis for applying perpetuity growth rates
8 ranging from 2.50% to 3.50%; and (iii) the amount by which LifeLock’s indebtedness
9 exceeded its cash as of September 30, 2016.

10
11 51. The Proxy Statement also fails to disclose the inputs, assumptions, and
12 methodologies used by LifeLock to determine the net present value of standalone net
13 operating losses is \$77 million.

14
15 52. When a banker’s endorsement of the fairness of a transaction is touted to
16 shareholders, the valuation methods used to arrive at that opinion as well as the key
17 inputs and range of ultimate values generated by those analyses must also be fairly
18 disclosed. Moreover, the disclosure of projected financial information is material
19 because it provides stockholders with a basis to project the future financial performance
20 of a company, and allows stockholders to better understand the financial analyses
21 performed by the company’s financial advisor in support of its fairness opinion.

22
23
24 53. The omission of this material information renders the Proxy Statement false
25 and misleading, including, *inter alia*, the following sections of the Proxy Statement: (i)
26 “Fairness Opinion of Goldman, Sachs & Co.”; (ii) “Financial Forecasts”; (iii)
27 “Recommendation of the LifeLock Board and Reasons for the Merger”; and (iv)
28

1 “Background of the Merger.”

2 54. The above-referenced omitted information, if disclosed, would significantly
3 alter the total mix of information available to LifeLock’s stockholders.
4

5 **COUNT I**

6 *Claim for Violation of Section 14(a) of the 1934 Act and Rule 14a-9 Promulgated Thereunder*
7 *Against the Individual Defendants and LifeLock*

8 55. Plaintiff repeats and realleges the preceding allegations as if fully set forth
9 herein.

10 56. The Individual Defendants disseminated the false and misleading Proxy
11 Statement, which contained statements that, in violation of Section 14(a) of the 1934 Act
12 and Rule 14a-9, in light of the circumstances under which they were made, omitted to
13 state material facts necessary to make the statements therein not materially false or
14 misleading. LifeLock is liable as the issuer of these statements.
15

16 57. The Proxy Statement was prepared, reviewed, and/or disseminated by the
17 Individual Defendants. By virtue of their positions within the Company, the Individual
18 Defendants were aware of this information and their duty to disclose this information in
19 the Proxy Statement.
20

21 58. The Individual Defendants were at least negligent in filing the Proxy
22 Statement with these materially false and misleading statements.
23

24 59. The omissions and false and misleading statements in the Proxy Statement
25 are material in that a reasonable stockholder will consider them important in deciding
26 how to vote on the Proposed Transaction. In addition, a reasonable investor will view a
27
28

1 full and accurate disclosure as significantly altering the total mix of information made
2 available in the Proxy Statement and in other information reasonably available to
3 stockholders.

4
5 60. The Proxy Statement is an essential link in causing plaintiff and the
6 Company's stockholders to approve the Proposed Transaction.

7
8 61. By reason of the foregoing, defendants violated Section 14(a) of the 1934
9 Act and Rule 14a-9 promulgated thereunder.

10 62. Because of the false and misleading statements in the Proxy Statement,
11 plaintiff and the Class are threatened with irreparable harm.

12
13 **COUNT II**

14 *Claim for Violation of Section 20(a) of the 1934 Act*
15 *Against the Individual Defendants and Symantec*

16 63. Plaintiff repeats and realleges the preceding allegations as if fully set forth
17 herein.

18 64. The Individual Defendants and Symantec acted as controlling persons of
19 LifeLock within the meaning of Section 20(a) of the 1934 Act as alleged herein. By
20 virtue of their positions as officers and/or directors of LifeLock and participation in
21 and/or awareness of the Company's operations and/or intimate knowledge of the false
22 statements contained in the Proxy Statement, they had the power to influence and control
23 and did influence and control, directly or indirectly, the decision making of the Company,
24 including the content and dissemination of the various statements that plaintiff contends
25 are false and misleading.
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WHEREFORE, plaintiff prays for judgment and relief as follows:

A. Preliminarily and permanently enjoining defendants and all persons acting in concert with them from proceeding with, consummating, or closing the Proposed Transaction;

B. In the event defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages;

C. Directing the Individual Defendants to disseminate a Proxy Statement that does not contain any untrue statements of material fact and that states all material facts required in it or necessary to make the statements contained therein not misleading;

D. Declaring that defendants violated Sections 14(a) and/or 20(a) of the 1934 Act, as well as Rule 14a-9 promulgated thereunder;

E. Awarding plaintiff the costs of this action, including reasonable allowance for plaintiff's attorneys' and experts' fees; and

F. Granting such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff respectfully requests a trial by jury on all issues so triable.

1 Dated: December 16, 2016

2 **OF COUNSEL:**

3 **RIGRODSKY & LONG, P.A.**

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Attorneys for Plaintiffs

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CERTIFICATION OF PLAINTIFF

I, PAUL PARSHALL (“Plaintiff”), hereby declare as to the claims asserted under the federal securities laws that:

1. Plaintiff has reviewed the complaint and authorizes its filing.
2. Plaintiff did not purchase the security that is the subject of this action at the direction of Plaintiff’s counsel or in order to participate in any private action.
3. Plaintiff is willing to serve as a representative party on behalf of the class, either individually or as part of a group, including providing testimony at deposition or trial, if necessary. I understand that this is not a claim form, and that my ability to share in any recovery as a member of the class is not dependent upon the execution of this Certification.
4. Plaintiff’s purchase and sale transactions in the LifeLock, Inc. (NYSE: LOCK) security that is the subject of this action during the class period is/are as follows:

PURCHASES

Buy Date	Shares	Price per Share
11/1/16	80	\$19.63

SALES

Sell Date	Shares	Price per Share

Please list additional transactions on separate sheet of paper, if necessary.

5. Plaintiff has complete authority to bring a suit to recover for investment losses on behalf of purchasers of the subject securities described herein (including Plaintiff, any co-owners, any corporations or other entities, and/or any beneficial owners).

6. During the three years prior to the date of this Certification, Plaintiff has not moved to serve as a representative party for a class in an action filed under the federal securities laws.

7. Plaintiff will not accept any payment for serving as a representative party on behalf of the class beyond Plaintiff's *pro rata* share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of December, 2016.


PAUL PARSHALL

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Paul Parshall

**Defendant(s): LifeLock, Inc. ; Roy A. Guthrie ;
Hilary A. Schneider ; Todd Davis ;
Gary Briggs ; David Cowan ; Albert
Pimentel ; Thomas J. Ridge ; Jaynie
Miller Studenmund ; Symantec
Corporation ; L116 Merger Sub, Inc.**

County of Residence: Outside the State of Arizona

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Gerald Barrett
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Wilmington, Delaware 19803
(302) 295-5306**

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- 2 Citizen of Another State

Defendant:- **4 AZ corp or Principal place of Bus. in AZ**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **850 Securities/Commodities/Exchange**

VI.Cause of Action: **15 U.S.C. §§ 78n(a), 78t(a), and SEC Rule 14a-9, 17 C.F.R. 240.14a-9**

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: /s/ Gerald Barrett

Date: 12/16/2016

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Securities Class Action Filed Against LifeLock](#)
