

## **SCHEDULE “F”**

### **In re LastPass Canadian Consumer Privacy Class Action**

***Keswani et al v GoTo Technologies USA, Inc. et al,***  
**Supreme Court of British Columbia at Vancouver Registry, Action No. S-230956**

### **SETTLEMENT PLAN OF ALLOCATION**

#### **PART I – RECITALS:**

- A. **WHEREAS** on February 8, 2023, the Plaintiffs commenced the action styled *Keswani et al v GoTo Technologies USA, Inc. et al*, in the Supreme Court of British Columbia (“**Court**”) at Vancouver Registry, Action No. S-230956 (“**Canadian LastPass Consumer Privacy Class Action**”);
- B. **AND WHEREAS** the Canadian LastPass Consumer Privacy Class Action has been brought on behalf of a class of Canadian users of LastPass who were affected by a data security breach that was reported by LastPass in 2022 (“**Data Breach**”), and as the term Settlement Class Members is furthermore defined in Schedule “A” to this Plan of Allocation;
- C. **AND WHEREAS** the Defendants GoTo Technologies USA, Inc., LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC (“**Defendants**”) deny the allegations and claims asserted in the Canadian LastPass Consumer Privacy Class Action;
- D. **AND WHEREAS** by way of an agreement dated September 10, 2025 (“**Settlement Agreement**”), the parties have reached a proposed settlement with respect to the Canadian LastPass Consumer Privacy Class Action (“**Settlement**”);
- E. **AND WHEREAS** subject to the approval of the Court, which will be sought in due course, the net proceeds of the Settlement after the deduction of the Court-approved legal fees, expenses, taxes and honorariums would be available for distribution to the eligible Settlement Class Members who submit valid claims in accordance with the Court-approved Claim Process (“**Settlement Distribution Fund**”);
- F. **AND WHEREAS** the goal of this Plan of Allocation is to facilitate an efficient, just and fair allocation and distribution of the Settlement Distribution Fund;
- G. **NOW THEREFORE**, subject to the approval of the Court, which will be sought in due course, it is hereby determined that the Settlement Distribution Fund shall be allocated and distributed in accordance with the terms of this Plan of Allocation, as follows.

## PART II – DEFINITIONS:

1. For the purposes of this Plan of Allocation, the definitions set out in the Settlement Agreement apply to and are incorporated into this Plan of Allocation and, in addition to the terms defined in the Recitals section of this Plan of Allocation, the following definitions apply:
  - (a) **“Allocation System”** means the method of determining the Compensable Loss assigned to a claim in order to determine the amount of compensation to be awarded for that claim.
  - (b) **“Claimant”** means any Settlement Class Member who submits a Claim Form, regardless of whether it is a valid Claim Form which is accepted by the Claims Administrator or not, and they are comprised of:
    - i. **“Crypto Claimant”** means a Claimant who submits a Claim Form in relation to the theft of Crypto-assets which is reasonably believed to be linked to the Data Breach (“**Crypto Claim**” and “**Crypto Claims**”);
    - ii. **“Ordinary Claimant”** means a Claimant who submits a Claim Form who is not a Crypto Claimant (“**Ordinary Claim**” and “**Ordinary Claims**”));
  - (c) **“Claim Form”** means a written claim in the prescribed form seeking compensation from the Settlement Distribution Fund.
  - (d) **“Claim Process”** means the Court-approved process to submit a Claim Form seeking compensation from the Settlement Distribution Fund.
  - (e) **“Claims Administrator”** means the firm to be appointed by the Court to administer the Claim Process.
  - (f) **“Claims Bar Date”** means the date to be determined by the Court by which Claim Forms must be submitted in order for it to be considered a valid Claim Form.
  - (g) **“Claims Process Trust Account”** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c.11) held at a Canadian financial institution under the control of the Claims Administrator, held by the Claims Administrator for the benefit of the Settlement Class Members as provided for in paragraph 39 of this Plan of Allocation
  - (h) **“Class Counsel”** means KND Complex Litigation and Hammerco Lawyers LLP.
  - (i) **“Compensable Loss”** is the sum of an Eligible Claimant’s recoverable compensation, which is calculated in accordance with the Allocation System.

- (j) **“Crypto-asset”** means private digital assets that depend on cryptography and distributed ledger technology or similar technologies.
- (k) **“Eligible Claim”** and **“Eligible Claims”** mean a claim or claims that the Claims Administrator has determined to be valid and proper to receive compensation from the Settlement Distribution Fund, and they include **Eligible Crypto Claims** and an **Eligible Ordinary Claims**.
- (l) **“Eligible Claimants,”** each being an **“Eligible Claimant,”** means a Claimant who submits a valid Claim Form, or on whose behalf a valid Claim Form is submitted by a person who is authorized to submit the Claim Form, in accordance with the Court-approved Claim Process, and they include **Eligible Crypto Claimants** and **Eligible Ordinary Claimants**.
- (m) **“Trust Account”** has the meaning ascribed in the Settlement Agreement.
- (n) **“Plaintiffs’ Compensable Loss”** means the Plaintiffs’ Compensable Loss to be calculated and determined by Class Counsel in accordance with the Allocation System outlined herein.
- (o) **“Settlement Distribution Fund”** means the net settlement fund available for allocation and distribution after payment of legal fees, expenses, taxes and honorariums to be approved by the Court, and it is comprised of two divisions:
  - i. **“Crypto Claims Distribution Fund”** which shall initially include an allocation of \$1,400,000 from the Settlement Distribution Fund; and
  - ii. **“Ordinary Claims Distribution Fund”** shall be comprised of the balance of the Settlement Distribution Fund after the Claims Administrator has completed the distribution of the Crypto Claims Distribution Fund in accordance with this Plan of Allocation.

### **PART III – GENERAL:**

2. The Claims Administrator shall distribute the Settlement Distribution Fund in accordance with the terms of this Plan of Allocation.
3. The goal of this Plan of Allocation is to distribute the Settlement Distribution Fund among Eligible Claimants who submit valid and timely Claim Forms.
4. In the event of circumstances that may not be specifically addressed herein, the Claims Administrator shall address the situation bearing in mind the spirit and goal of this Plan of Allocation.
5. Class Counsel and the Claims Administrator, whether individually or together, may apply to the Court for guidance and directions as needed to give effect to this Plan of Allocation.

6. All dollar figures indicated herein are in Canadian dollars.
7. The Settlement Distribution Fund shall be paid out to Eligible Claimants in Canadian dollars.
8. If, in order to calculate an Eligible Claimant's Compensable Loss, the Claims Administrator needs to convert foreign currency to Canadian currency, the exchange rate shall be determined as of the exchange rate that is applicable as of the date on which the Court approves the Settlement.

#### **PART IV – COMPLETION AND SUBMISSION OF CLAIM FORMS:**

9. Other than as specified herein, any person who wishes to claim compensation from the Settlement Distribution Fund must complete and submit a Claim Form by the Claims Bar Date, following which the claim shall be disallowed and it shall be extinguished and forever barred. Notwithstanding this clause, the Claims Administrator may in its discretion allow an otherwise-valid late claim without further order of the Court.
10. A Claim Form may be completed and submitted by an Eligible Claimant, or a person who is authorized to complete and submit the Claim Form on behalf of an Eligible Claimant.
11. If a Claim Form is completed and submitted by a representative of an Eligible Claimant, the person completing and submitting the Claim Form shall certify that he, she or it is authorized to do so on behalf of the Eligible Claimant.

#### **PART V – PROCESSING CLAIM FORMS:**

12. The Claims Administrator shall develop and make available an electronic and automated process to facilitate the completion, submission and processing of the Claim Forms. That process will be designed and structured to receive each Eligible Claimant's information from them, including the particulars of their Eligible Claims, and determine their eligibility and, if so, their Compensable Loss, in accordance with the terms of this Plan of Allocation.
13. Each person submitting a Claim Form shall certify that:
  - (a) He, she, or it, or the person on whose behalf the Claim Form is being submitted, is an Eligible Claimant; and
  - (b) He, she, or it is providing information that is true and correct.
14. The Claim Process is intended to be expeditious, cost effective and “user friendly” and to minimize the burden on Eligible Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume an Eligible Claimant to be acting honestly and in good faith.

15. The Claim Process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Compensable Loss to be awarded to the Claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Compensable Loss is awarded to the Eligible Claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Compensable Loss to be awarded to the Eligible Claimant, then the Claims Administrator shall disallow the claim in its entirety and the Claimant shall be barred from subsequent claims arising from any settlement or judgment in this class proceeding. The Claims Administrator shall conduct test audits of the Claim Forms, meaning that it shall test random samples of the Claim Forms, to be received from Eligible Claimants, in order to verify the accuracy of the Claim Forms.

## **PART VI – IRREGULAR CLAIMS OR CLAIM FORMS:**

16. Where a Claim Form contains minor omissions or errors, the Claims Administrator may in its discretion correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
17. If the Claims Administrator identifies a Claim Form that is materially untrue or inaccurate, the Claims Administrator may in its discretion disallow the claim in its entirety.
18. Where the Claims Administrator disallows a claim in its entirety, the Claims Administrator shall send to the Claimant at the address provided by the Claimant or the Claimant's last known email or postal address, a notice advising the Claimant that he, she, or it may request the Claims Administrator to reconsider its decision. For greater certainty, an Eligible Claimant is not entitled to a notice or a review where a claim is allowed but the Eligible Claimant disputes the determination of Compensable Loss or his, her or its individual compensation.
19. Any request for reconsideration must be received by the Claims Administrator within 21 calendar days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
20. Where a Claimant files a request for reconsideration with the Claims Administrator, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
21. Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Eligible Claimant at the Eligible Claimant's last known email or postal address, a notice specifying the revision to the Claims Administrator's disallowance.

22. The determination of the Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.

## **PART VII – ALLOCATION SYSTEM:**

### **A. Crypto Claims**

23. The Claims Administrator shall validate Crypto Claimants and Crypto Claims in accordance with this section.
24. A Crypto Claimant must provide sufficient documentation establishing that he, she or it suffered an unauthorized transfer of his, her, or its Crypto-assets.
25. At the conclusion of the Claim Process, the Claims Administrator shall provide a list of Crypto Claimants to the Defendants, and request that the Defendants confirm:
  - (a) whether or not the Crypto Claimant was affected in the Data Breach; and
  - (b) whether or not as at the time of the breach the customer vault in relation to the account held by the Crypto Claimant contained information. If the Defendants are unable to determine whether or not the Crypto Claimant's customer vault contained information, it shall be assumed that it contained information.
26. The Claims Administrator may, at its sole discretion, require that the Crypto Claimant provide additional information or documentation to validate the Crypto Claimant's Crypto Claim. If the Crypto Claimant refuses to provide such additional information or documentation, the Claims Administrator may in its sole discretion deny the Crypto Claimant's Crypto Claim.
27. The value to be assigned to the affected Crypto Claims shall be measured at the time of the theft of the affected Crypto-assets.
28. In determining whether a Crypto Claimant's Crypto Claim is valid, the Claims Administrator must be satisfied that it is more likely than not that: (a) the loss of the Crypto-assets was due to an unauthorized access to such Crypto-assets; and (b) the loss is linked to the Data Breach.
29. If the Claims Administrator requires advice and guidance from Class Counsel in relation to the validation of a Crypto Claimant's Crypto Claim, the Claims Administrator may in its sole discretion seek advice from Class Counsel. In such an event, the legal fees shall be payable to Class Counsel at the regular hourly rate(s), and such fees shall be paid from the Crypto Claims Distribution Fund.
30. The decision of the Claims Administrator in relation to the validation of a Crypto Claimant's Crypto Claim and the value to be assigned to such loss shall be final.

31. The Compensable Loss in relation to a Crypto Claim shall be calculated by multiplying the value of the Crypto Claim as determined by Claims Administrator by 0.046875.
32. For example, if the value of a Crypto Claimant's Crypto Claim as determined by the Claims Administrator is \$1,000, the Compensable Loss in relation to that Crypto Claim shall be \$46.88.

#### **B. Ordinary Claims**

33. A Claimant (including a Crypto Claimant) may submit a Claim Form with respect to Ordinary Claims.
34. Any Claimant may submit a Claim Form for compensation with respect to wasted time to address the Data Breach, and shall be eligible for up to 5 hours of wasted time at \$34.01 per hour, or a total of \$170.05, without the need to provide further documentation.
35. Any Claimant may additionally submit a Claim Form for out of pocket expenses up to \$500. The Claimant must provide supporting documentation in relation to such expenses.
36. In order to be valid, the Claims Administrator must be satisfied: (a) that the expense was incurred by no later than May 31, 2023; and (b) that it is more likely than not that the expenses was incurred as a result of or in relation to the Data Breach.
37. The Claims Administrator's decision with respect to out of pocket expenses shall be final.

### **PART VIII – DISTRIBUTION OF THE SETTLEMENT DISTRIBUTION FUND:**

38. The Settlement Distribution Funds shall be distributed amongst Eligible Claimants in accordance with this section.
39. Class Counsel shall calculate and distribute the Plaintiffs' Compensable Losses to the Plaintiffs as applicable from the Trust Account directly. After deducting such fees and disbursements as may be authorized by the Court from the Trust Account, Class Counsel shall transfer the remaining balance in the Trust Account to an account designated by the Claims Administrator to be the Claims Process Trust Account.
40. Thereafter, the Claims Administrator shall distribute the Settlement Distribution Fund as follows.
41. **First**, the Claims Administrator shall calculate the aggregate value of Eligible Crypto Claims and pay out the Crypto Claims from the Crypto Claims Distribution Funds to Eligible Crypto Claimants. If the aggregate value of the Crypto Claims exceeds the funds available within the Crypto Claims Distribution Fund, the Claims Administrator shall prorate the Crypto Claims Distribution Fund amongst the

Eligible Crypto Claimants. If the aggregate value of Eligible Crypto Claims is less than the funds available within the Crypto Claims Distribution Fund, the Claims Administrator shall pay each Eligible Crypto Claimant's Compensable Loss, and then remit the balance of the Crypto Claims Distribution Fund into the Ordinary Claims Distribution Fund.

42. **Second**, the Claims Administrator shall distribute the Ordinary Claims Distribution Fund amongst the Eligible Ordinary Claimants, and if necessary prorate the available Ordinary Claims Distribution Fund amongst the Eligible Ordinary Claimants.
43. **Third**, if the Claims Process Trust Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Settlement Distribution Fund, the Claims Administrator shall, if feasible, allocate such balance among Eligible Claimants with valid and approved claims with allocations exceeding \$25.00 in an equitable and economic fashion.

**SCHEDULE “A”**

**DEFINITION OF “SETTLEMENT CLASS MEMBERS”**

“All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach.”

For the purposes of this definition, Private Information means the Defendants’ customer data that was compromised in the Data Breach, and may include the following information: (a) company names (if applicable); (b) end-user names (if provided to the Defendants); (c) billing addresses (if provided); (d) email addresses; (e) telephone numbers (if provided); (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of customer vault data.