

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

*In re LastPass Data Security Incident
Litigation*

Case No. 1:22-cv-12047-PBS

**PLAINTIFFS' CONSENT MOTION TO APPOINT BRUCE A. FRIEDMAN, ESQ. AS
SPECIAL MASTER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 53**

Plaintiffs¹ hereby respectfully move the Court to appoint Bruce A. Friedman, Esq., as Special Master to adjudicate cryptocurrency claims, pursuant to Federal Rule of Civil Procedure 53 and the Court's inherent authority. Defendant LastPass US LP ("LastPass" or "Defendant") consents to the appointment of Mr. Friedman as Special Master for purposes of the parties' proposed class action settlement. *See* Doc. Nos. 303, 304, 305.

In support of the motion, Plaintiffs state as follows:

1. Pursuant to Federal Rule of Civil Procedure 53(a)(1)(A), the court may appoint a Special Master to "perform duties consented to by the parties." FED. R. CIV. P. 53(a)(1)(A).
2. The Court also has inherent authority to appoint a Special Master to adjudicate claims and fashion remedies. *See Heching v. Syrian Arab Republic*, No. 1:17-cv-01192-TSC, 2023 WL 11833605, at *1 (D.D.C. June 8, 2023) (setting forth duties and terms of appointment of special master pursuant to Rule 53 and "the inherent authority of the Court"); *see also Alabama State Conf. of the NAACP v. Allen*, No. 2:21-cv-01531-AMM, 2025 WL 2835140, at *4 (N.D. Ala.

¹ Plaintiffs are Amy Doermann, Ayana Looney, Dan LeFebvre, David Andrew, Erik Brook, Glenn Mulvenna, Hui Li, Nathan Goldstein, Noah Bunag, R. Andre Klein, Sarb Dhesi, Steven Carter, Debt Cleanse Group Legal Services LLC, and Hustle N Flow Ventures LLC ("Plaintiffs") (together with Defendant, the "Parties").

Oct. 1, 2025) (appointing special master pursuant to Rule 53 and inherent authority); *Moore as Next Friend to Moore v. Tangipahoa Par. Sch. Bd.*, 912 F.3d 247, 250 (5th Cir. 2018) (“A district court may appoint special masters and other agents ‘pursuant to the court’s inherent authority in fashioning equitable remedies.’”).

3. Here, in connection with the Parties’ proposed class settlement of the action, Plaintiffs and Defendant have consented to the appointment of Bruce A. Friedman, Esq., as Special Master pursuant to Rule 53(a)(1)(A) and the Court’s inherent authority, for the limited purpose of adjudicating loss claims by Cryptocurrency Claimants (as defined in ¶ 23 of the Settlement Agreement, Doc. No. 305-1) from the Crypto Pool (as defined in ¶ 24 of the Settlement Agreement), in accordance with the procedures set forth in Exhibit A to the Settlement Agreement, Doc. No. 305-2.

4. Good causes exist for the appointment of a Special Master to oversee the loss claims sought by Cryptocurrency Claimants. The appointment is necessary because of the complexity of verifying and calculating cryptocurrency losses submitted by Cryptocurrency Claimants and the security and confidentiality requirements involved in adjudicating these claims. *See Berton v. Aetna Inc.*, No. 23-cv-01849-HSG, 2025 WL 3654087, at *3, *11 (N.D. Cal. Dec. 17, 2025) (granting preliminary approval of class action settlement and appointing special master where, *inter alia*, the special master would “evaluate all Special Harm Submissions” by settlement class members to determine whether to award “Special Harms Payments . . . to compensate class members who experienced greater harm” than would be compensated by other payments under the settlement, and the special master would “allocate amounts from the Special Harms Common Fund to the Damages Class Members”).

5. The Parties ask the Court to refer all Cryptocurrency Claims, which have been

determined by the Settlement Administrator (as defined in the Settlement Agreement) to the best of its ability to be complete and non-fraudulent, to the Special Master to resolve “with all reasonable diligence” pursuant to ¶¶ 62, 70, 84, 86, 87, 88, and 90(d) of the Settlement Agreement, and Exhibit A attached thereto. Doc. Nos. 305-1, 305-2; FED. R. CIV. P. 53(b)(2).

6. Consistent with the Settlement Agreement, the Parties also ask the Court to authorize the Special Master to retain the assistance of a cryptocurrency-forensics expert, who will assist the Special Master to resolve loss claims by the Cryptocurrency Claimants with fairness, accuracy, and efficiency.

7. Filed contemporaneously with this Motion is a true and correct copy of the Declaration of Bruce A. Friedman, Esq. (the “Declaration,” attached hereto as **Exhibit 1**), which is an “affidavit disclosing whether there is any ground for disqualification under 28 U.S.C. § 455” pursuant to Rule 53(b)(3)(A). The Declaration demonstrates that Mr. Friedman does not have “a relationship to the parties, attorneys, action, or court that would require disqualification of a judge under 28 U.S.C. §455.” FED. R. CIV. P. 53(a)(2).

8. Attached to the Declaration is a true and correct copy of Mr. Friedman’s biography as Exhibit A. *See* Ex. 1 at 6.

9. Mr. Friedman’s Declaration includes a statement from Mr. Friedman regarding his fees and costs, which shall be paid from the Crypto Pool pursuant to ¶ 76(c)(i) of the Settlement Agreement and consistent with the disclosure to potential claimants in the Notice. *See id.* at ¶ 18. It is fair and reasonable to impose the likely expenses of Mr. Friedman on the Parties because the Parties have consented to his appointment and because his fees are reasonable and will be submitted for approval to the Court as part of the settlement process, pursuant to ¶ 63 of the Settlement Agreement. *See* FED. R. CIV. P. 53(a)(3). Appointing Mr. Friedman will not result in

“unreasonable expense or delay” and, to the contrary, as discussed above, will facilitate the timely and efficient resolution of the complex claims of the Cryptocurrency Claimants. *See id.*

10. It is also fair and reasonable to impose the likely expenses of Mr. David Garrie of JAMS, as the Special Master’s cryptocurrency-forensics expert on the Parties. Here as well, the Parties have consented to the use of a cryptocurrency-forensics expert, and all fees of such expert are reasonable and will be submitted for approval to the Court as part of the settlement process, pursuant to ¶ 63 of the Settlement Agreement. *See* FED. R. CIV. P. 53(a)(3); *see also* Ex. 1 at ¶ 19. Authorizing the Special Master to use a cryptocurrency-forensics expert will not result in “unreasonable expense or delay” and, to the contrary, as discussed above, will facilitate the timely and efficient resolution of the complex claims of the Cryptocurrency Claimants. *See* FED. R. CIV. P. 53(a)(3).

11. In addition, Mr. Friedman will work with Ms. Janine A. Sperandeo, Esq. of JAMS in order to assist with the process and reduce the average billing rate for the engagement. *See* Ex. 1 at 17.

12. To ensure that the fees and expenses to be paid to the Special Master from the Crypto Pool remain fair to the Cryptocurrency Claimants, Mr. Friedman has included in his declaration as Exhibit B, a Cost and Time Estimate (Crypto Claim Validation & Analysis Services). *See* Ex. 1. Indeed, as indicated in Mr. Friedman’s Declaration at ¶ 18, he and his team “will make an effort to limit the total fees of adjudicating these Cryptocurrency Claims as much as possible to ensure that total fees do not significantly diminish the Crypto Pool, particularly for smaller claims.” *Id.* at ¶ 18. Mr. Friedman also “anticipate[s] that the costs on a per claim basis will decrease as [he and his team] gain more experience administering cryptocurrency claims.” *Id.*

13. Attached hereto as **Exhibit 2** is a proposed order granting the motion, which

complies with Rule 53(b)(2).

Dated: May 18, 2026

Respectfully submitted by:

* *Admitted Pro Hac Vice*

/s/ Edward F. Haber

Edward F. Haber (BBO# 215620)
Ian McLoughlin (BBO #647203)
Patrick J. Valley (BBO# 663866)
SHAPIRO HABER & URMY LLP
One Boston Place, Suite 2600
Boston, MA 02108
Tel: (617) 439-3939
Fax: (617) 439-0134
ehaber@shulaw.com
imcloughlin@shulaw.com
pvalley@shulaw.com

Interim Liaison Counsel

Amy Keller*
James A. Ulwick*
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, IL 60602
Tel: (312) 214-7900
Fax: (312) 253-1443
akeller@dicellolevitt.com
julwick@dicellolevitt.com

Nathaniel L. Orenstein (BBO #664513)
Patrick T. Egan (BBO #637477)
Justin N. Saif (BBO #660679)
BERMAN TABACCO
One Liberty Square
Boston, MA 02109
Tel: (617) 542-8300
Fax: (617) 542-1194
norenstein@bermantabacco.com
pegan@bermantabacco.com
jsaif@bermantabacco.com

Nicholas A. Migliaccio*
Jason Rathod*

Bryan Faubus*
MIGLIACCIO & RATHOD LLP
412 H Street NE, Ste. 302
Washington, DC 20002
Tel: (202) 470-3520
Fax: (202) 800-2730
nmigliaccio@classlawdc.com
jrathod@classlawdc.com
bfaubus@classlawdc.com

Interim Co-Lead Counsel for the Plaintiffs

Michael R. Reese*
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Tel: (212) 643-0500
Fax: (212) 253-4272
mreese@reesellp.com

George V. Granade*
REESE LLP
8484 Wilshire Boulevard, Suite 515
Los Angeles, California 90211
Tel: (310) 393-0070
Fax: (212) 253-4272
ggranade@reesellp.com

Charles D. Moore*
REESE LLP
100 South 5th Street, Suite 1900
Minneapolis, Minnesota 55402
Tel: (212) 643-0500
Fax: (212) 253-4272
cmoore@reesellp.com

Interim Co-Lead Counsel for the California Subclass

James J. Pizzirusso*
HAUSFELD LLP
888 16th Street, N.W.
Suite 300
Washington, D.C. 20006
Tel.: (202) 540-7200
Fax: (202) 540-7201

jpizzirusso@hausfeld.com

Steven M. Nathan*
HAUSFELD LLP
33 Whitehall Street
Fourteenth Floor
New York, NY 10004
Tel.: (646) 357-1100
Fax: (212) 202-4322
snathan@hausfeld.com

Thomas A. Zimmerman, Jr.*
ZIMMERMAN LAW OFFICES, P.C.
77 W. Washington St., Ste 1220
Chicago, IL 60602
Tel: (312) 767-6463
Fax: (312) 440-4180x
tom@attorneyzim.com

*Chairs of the Plaintiffs’
Executive Committee*

Sabita J. Soneji*
Cort T. Carlson*
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Tel: (510) 254-6808
Fax: (202) 973-0950
ssoneji@tzlegal.com
ccarlson@tzlegal.com

Robert C. Schubert*
Amber L. Schubert*
**SCHUBERT JONCKHEER &
KOLBE LLP**
2001 Union Street, Suite 200
San Francisco, CA 94123
Tel: (415) 788-4220
Fax: (415) 788-0161
rschubert@sjk.law
aschubert@sjk.law

Laura Van Note*
COLE & VAN NOTE
555 12th Street, Suite 2100

Oakland, CA 94607
Tel: (510) 891-9800
Fax: (510) 891-7030
lvn@colevannote.com
cab@colevannote.com

Michael Kind*
KIND LAW
8860 South Maryland Parkway, Suite 106
Las Vegas, NV 89123
Tel: (702) 337-2322
Fax: (702) 329-5881
Email: mk@kindlaw.com

Marc E. Dann*
Brian D. Flick*
DannLaw
15000 Madison Avenue
Lakewood, OH 44107
Tel: (216) 373-0539
Fax: (216) 373-0536
notices@dannlaw.com

Francis A. Bottini, Jr.*
BOTTINI & BOTTINI, INC.
7817 Ivanhoe Ave., Suite 102
La Jolla, CA 92037
Tel: (858) 914-2001
Fax: (858) 914-2002
fbottini@bottinilaw.com
achang@bottinilaw.com

Plaintiffs' Executive Committee

***Counsel for the Plaintiffs and the Proposed
Settlement Class Members***

LOCAL RULE 7.1(a)(2) CERTIFICATION

Pursuant to Local Rule 7.1(a)(2), counsel for Plaintiffs conferred with counsel for Defendant before filing this motion, and Defendant does not oppose this motion.

Dated: May 18, 2026

/s/ Edward F. Haber
Edward Haber

CERTIFICATE OF SERVICE

I hereby certify that this document was filed through the ECF system and sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on May 18, 2026.

Dated: May 18, 2026

/s/ Edward F. Haber
Edward F. Haber

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re LastPass Data Security Incident Litigation

Case No. 1:22-cv-12047-PBS

**DECLARATION OF BRUCE A. FRIEDMAN, ESQ. IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION TO APPOINT BRUCE A. FRIEDMAN, ESQ. AS
SPECIAL MASTER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 53**

I, Bruce A. Friedman, Esq., hereby respectfully submit to this Court the following Declaration pursuant to 28 U.S.C. § 455 and Federal Rule of Civil Procedure 53.

I have personal knowledge of the facts set forth in this declaration and offer it in support of my appointment as Special Master in the *In Re LastPass Data Security Incident Litigation* matter (the “Litigation”) for the limited duties set forth therein.

Accordingly, I state as follows:

Special Master Qualifications

1. I am an attorney at law, duly licensed to practice law in the State of California. My bar admissions are as follows:
 - a. California, 1976;
 - b. U.S. District Court, Central District of California, 1978;
 - c. U.S. Court of Appeals, Ninth Circuit, 1980(s).
2. I previously served as a private mediator for this Litigation in January 2025.
3. Attached hereto as **Exhibit A** is a true and correct copy of my biography.

28 U.S.C. § 455 Disqualification Requirements

4. Pursuant to 28 U.S.C. § 455 and upon review of the issues present in the Litigation, I declare that there are no grounds for my disqualification.

5. I do not maintain personal bias or prejudice concerning a party in this Litigation. 28 U.S.C. § 455(b)(1).

6. I did not previously serve as a private practicing lawyer in the Litigation, nor has a former associate with whom I have previously practiced law. 28 U.S.C. § 455(b)(2).

7. I have previously served in governmental employment as Legislative Counsel in the U.S. Environmental Protection Agency during the years 1975 and 1976. 28 U.S.C. § 455(b)(3).

8. I do not maintain an individual or fiduciary financial interest in the subject matter of the Litigation or a party thereto, nor do my spouse or any minor child who resides in my residence. I maintain no other interest that could be substantially affected by the outcome of my appointment. 28 U.S.C. § 455(b)(4).

9. Neither I, my spouse, nor any person within a third degree of relationship to either myself or my spouse, is a party to the Litigation, is acting as a lawyer in the Litigation, has a known interest that could be substantially affected by the outcome of the Litigation, nor is likely be a material witness in the Litigation. 28 U.S.C. § 455(b)(5)(i)-(iv).

Special Master Duties

10. The parties to this Litigation have reached a class-wide settlement that was submitted to the Court on December 23, 2025 (the “Settlement Agreement”), and preliminarily approved by the Court on February 2, 2026.

11. The Settlement Agreement provides that Settlement Class Members may submit a claim for up to \$900,000 in cryptocurrency losses alleged to have been caused by the LastPass Incident (the

“Cryptocurrency Claims”), subject to an aggregate cap of \$16,250,000 for all Cryptocurrency Claims (the “Crypto Pool”).

12. The Special Master’s duties include adjudicating the Cryptocurrency Claims as outlined in Exhibit A to the Settlement Agreement. The Special Master shall use his reasonable discretion in carrying out these duties.

13. As set forth in Exhibit A to the Settlement Agreement, the Special Master shall apply a preponderance of evidence (i.e., more likely than not) standard when adjudicating Cryptocurrency Claims.

14. The Special Master shall hire a blockchain forensics and cryptocurrency loss expert to assist the Special Master in adjudicating the Cryptocurrency Claims (the “Cryptocurrency Loss Expert”).

15. The Special Master’s findings shall be final and not subject to requests for reconsideration or appealable to the Court.

Fees and Expenses

16. For assistance with litigation matters, including this Litigation, my billable hourly rate is \$1000/hour.

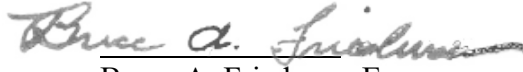
17. For evaluating cryptocurrency claims in this Litigation, I also plan to work with Janine A. Sperandeo, Esq. of JAMS, whose billable hourly rate is \$500/hour.

18. I plan to retain Daniel Garrie of JAMS as my Cryptocurrency Loss Expert. I have attached the Cryptocurrency Loss Expert’s per claim estimate as **Exhibit B**. Adopting Mr. Garrie’s approach to estimating the costs on a per claim basis and the breakdown based on the complexity of the claim, the per claim flat-fee estimate for the work that will be performed to adjudicate Cryptocurrency Claims is as follows: Initial Validation and Preparation of Explanation estimate: \$1000; Simple Claim estimate: \$3500; Mid-Level Claim estimate: \$5000; and Complicated Claim estimate: \$7500. For Major Complicated Claims, they will be billed at \$1,000/hr. Notwithstanding these fee estimates, Mr. Garrie, Ms. Sperandeo,

and I will make an effort to limit the total fees of adjudicating these Cryptocurrency Claims as much as possible to ensure that total fees do not significantly diminish the Crypto Pool, particularly for smaller claims.. I anticipate that the costs on a per claim basis will decrease as we gain more experience administering cryptocurrency claims. A JAMS filing fee and 13% case management fee applies for administrative purposes.

19. Prior to the Final Approval Hearing, I will submit an estimate of the time and expenses I expect to incur fulfilling my duties adjudicating Cryptocurrency Claims as Special Master in the Litigation, inclusive of the time and expenses of the Cryptocurrency Loss Expert and Ms. Sperandeo. I will also report to the Court on a monthly basis on the time and expenses spent fulfilling my role, obtain approval from the Court if the time and expenses will exceed the estimate, and prepare a final report and invoice to the Crypto Pool for approval by the Court.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 11, 2026.


Bruce A. Friedman, Esq.

CERTIFICATE OF SERVICE

I hereby certify that this document was filed through the ECF system and sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on May 18, 2026.

Dated: May 18, 2026

/s/ Edward Haber
Edward Haber

EXHIBIT A



Bruce A. Friedman Esq.

Mediator, Arbitrator, Court-Appointed Neutral (Referee/Special Master), Neutral Evaluator, Hearing Officer, Temporary Judge-Judge Pro Tem

Case Manager

Anne Lieu

515 S. Flower St. Suite 4500
Los Angeles, CA 90071
T: 213-253-9706

Bruce A. Friedman, Esq. is an accomplished dispute resolution professional who has mediated and settled a wide range of cases including complex class action matters. He also serves as an arbitrator and discovery referee.

Mr. Friedman began his neutral career in 2011 following 37 years as a trial lawyer handling cases in the areas of insurance, class action, professional liability, business, real estate, and entertainment. He was lead trial counsel in dozens of jury trials, bench trials, and arbitrations. He routinely represented clients in high-stakes litigation.

Since 2022, he has been recognized on *Chambers USA's* Nationwide Mediators List for drawing on his litigation experience to "adeptly mediate complex insurance-related disputes with further expertise in commercial matters. He was previously recognized by Chambers in insurance litigation while in private practice and was described as a "great strategist" with a broad commercial practice. In 2013, Mr. Friedman was named by the *Daily Journal* as one of the top neutrals in California. In 2012, Bruce was named as the Best Insurance Lawyer in Los Angeles by *Best Lawyers in America*.

Mr. Friedman's background equips him to understand the complexities of business disputes and the leverage points on both sides of a case. He keeps the parties engaged, knows when to talk and when to listen and when to let the client have a cathartic moment. He is always prepared and thoroughly invested in a mediation even before it begins with pre-mediation calls and meetings. He understands where parties are coming from having been in the trenches on the same kinds of cases that he is mediating. His demeanor is very conducive to effective mediation and he excels at being direct but diplomatic.

Honors, Memberships, and Professional Activities

Completed Virtual ADR training conducted by the JAMS Institute, the training arm of JAMS.

Honors

- National Mediator List, *Chambers USA*, 2022-2025
- Selected as a Southern California Super Lawyer in Alternative Dispute Resolution, 2014-2020, 2022-2023, 2026
- Selected as a Southern California Super Lawyer in Business Litigation, 2004-2012
- Recognized as a "Rising Star," California's Top 50 Neutrals, *Daily Journal*, 2013
- Leading Lawyer in Insurance: Insurer Firms, California, *Chambers USA*, 2004-2012

- Insurance Law Lawyer of the Year, Los Angeles, *Best Lawyers*, 2012
- Leading Lawyer in Bet-the-Company Litigation, Commercial Litigation, and Insurance Law, *Best Lawyers*, 2005-2012

Memberships and Professional Affiliations

- Chairman and Member of the Board of JAMS, 2018-2025
 - Chairman, 2023-2026
- Adjunct Professor, Arbitration Advocacy, University of Southern California School of Law, 2017- Present
- Rutter Insurance Litigation Contributing Editor, Third Party Coverages, D & O, Personal & Advertising Injury, Professional Liability
- Mediator on the Mediation Panel, USDC, Central District of California, 2012-2017
- Arbitrator, Independent Film and Television Alliance (IFTA), 2013-2016
- Member on Insurance Coverage, Professional Liability, Directors and Officers Liability, and Fidelity and Surety Law, American Bar Association Litigation Section and TIPS Section, 1985-present
- Board of Directors, Public Counsel, 2003-2007
- President and member of the Board of Trustees, Wilshire Boulevard Temple, 1989-2006
- Member of the Board of Directors of Paragon International Insurance Brokers, Lloyds of London, 1996-2002
- President and member of the board, Hope-Net, an interfaith and homeless charity, 1989-2001
- Top 10 plaintiff's verdict in California, 1996
- President and Board of Governors, Association of Business Trial Lawyers, 1987-1995

ADR Profiles

- "Whatever It Takes: Bruce Friedman Invests Himself Completely Into Each Matter He Handles" ADR Profile, *Daily Journal*, September 11, 2015

Background and Education

- Partner and Co-Chair, Complex Litigation Department, Bingham McCutchen, 2007-2012
- Partner, Managing Partner, General Counsel, Chair of Litigation Department, Alschuler Grossman, 1995-2007
- The Straus Institute for Dispute Resolution, Pepperdine University School of Law, 2011
- J.D., *with honors*, The George Washington University Law School
- B.A., *with honors*, Claremont McKenna College

Disclaimer:

This page is for general information purposes. JAMS makes no representations or warranties regarding its accuracy or completeness. Interested persons should conduct their own research regarding information on this website before deciding to use JAMS, including investigation and research of JAMS neutrals.

EXHIBIT B

Cost and Time Estimate (Crypto Claim Validation & Analysis Services)

Purpose and Scope:

The purpose of this engagement is to verify, validate, and assess cryptocurrency-related claims submitted in connection with this matter and provide written findings to the Special Master. For each claim reviewed:

- Confirm sufficient data for valid claim.
- Validate the existence and ownership of the claimed digital assets.
- Trace relevant blockchain transactions to confirm amounts, timing, and flow of funds.
- Assess the credibility and completeness of claimant-provided documentation.
- Provide a concise written assessment (approximately one paragraph per claim) stating whether the claim is substantiated, partially substantiated, or not substantiated, with supporting rationale.

Assumptions and Methodology:

The analysis relies on a combination of:

- Specialized blockchain analytics software (transaction tracing, clustering, and attribution tools).
- Manual forensic analysis of wallet addresses, transaction histories, and timestamps.
- Cross-referencing claimant submissions (wallet screenshots, CSV exports, exchange statements, emails, or affidavits) against on-chain data.
- Time and cost estimates below assume reasonable cooperation from claimants and access to public blockchains.

The analysis will also employ reasonable measures to detect duplicate, coordinated, or fraudulent claims, including cross-referencing wallet addresses, transaction identifiers, or other technical indicators. Submission of materially false information may result in denial of the claim.

The Cryptocurrency Loss Expert will utilize industry-standard blockchain forensic methodologies, including transaction graph analysis, wallet clustering heuristics, exchange tagging, cross-chain tracing, and other publicly available attribution techniques. Where relevant and available, the Expert may consider information relating to mixers, bridges, smart contract interactions, or known threat actor transaction / wallet clusters. The absence of definitive attribution to a known threat actor shall not, by

itself, preclude a finding of unauthorized movement.

Claim Categories and Definitions:

- Initial Claim Validation - Review the submitted initial claim to ensure it is valid.

The initial claim validation phase focuses on reviewing the information submitted by the claimant to ensure that the claim is eligible for further analysis. This step establishes whether the asserted loss is sufficiently supported to merit deeper forensic review. During this stage, the evaluator confirms that the claim includes essential baseline information—such as dates of compromise, evidence of asset ownership, and documentation of changes in balances—so that subsequent technical steps are grounded in verifiable facts

- Simple Claims (Validated – Low Complexity)

Simple claims represent cases where the evidence is clear, complete, and easy to verify. These claims typically include well-defined dates of compromise, documentation demonstrating balances before and after the alleged theft, confirmed wallet addresses, and associated transaction hashes that directly show the claimed loss. Because the number of transactions is usually limited and the flow of funds straightforward, the review process is rapid and minimally ambiguous. Work for these claims generally involves quick transaction verification, reconciliation, and a straightforward confirmation of ownership and timing.

- Mid-Level Claims

Mid-level claims occupy a middle ground where the core facts, such as dates of compromise, are known, but the documentation provided by the claimant is partially inconsistent, incomplete, or unclear. These cases often require targeted follow-up, data gap reconstruction, and clarification from the claimant. The purpose of this phase is to determine whether the available evidence is sufficient to substantiate the claim.

Outcomes may vary from full validation to partial validation or rejection, depending on the completeness and credibility of the documentation.

- Complicated Claims (Validated – High Complexity)

Complicated claims involve scenarios in which supporting records are limited or unreliable, introducing uncertainty into the timeline or the facts surrounding the compromise. These cases often span multiple wallets, blockchains, or exchanges, and may involve obfuscation techniques such as peeling chains, mixers, or bridging activity. Due to these complexities, analysts must perform significant reconstruction to establish ownership, trace funds, and determine the factual

basis of the alleged loss. Despite the high complexity, these claims may still be validated if sufficient on-chain evidence can be reconstructed.

- Major Complicated Claims (Extreme Complexity)

Major complicated claims are the most challenging category, where claimants provide little to no supporting documentation and the transaction history spans multiple platforms, chains, or assets. These cases often involve high-value losses or unique fact patterns, requiring extensive forensic reconstruction, technical judgment, and nuanced analysis.

The goal in this phase is to build a defensible understanding of the asset flow from fragmented or opaque data sources, often relying heavily on analytics tools and investigator expertise.

Time Breakdown (Validating Claim):

- 30 minutes to review the submission by the parties.
- 0.5 - 1.0 hour - Document why the claim is insufficient and send a short note explaining to the Special Master.

Time Breakdown (Per Validated Claim):

The following represents a typical assumption model for a validated claim:

- 30 minutes – Initial call and coordination with Special Master (if deemed necessary by the Special Master).
- 5–6 hours – Technical blockchain analysis, including:
 - Tracing and validating transactions using specialized tools.
 - Verifying amounts, dates, and wallet relationships.
- Estimated 3–5 minutes per transaction, depending on volume.
- 1.5 hours – Isolating, exporting, and organizing transaction reports.
- 2 hours – Drafting written findings and conclusions.
- 0.5 hours – Cleanup, internal review, and final formatting.

Total (Typical Validated Claim): 5–10.5 hours

Claim Type	Estimated Hours	Proposed Fee
------------	-----------------	--------------

Initial Validation Only (determine if claim is substantiated; includes paragraph explanation)	1.0 – 1.5 hrs	\$1,000 per claim
Simple Validated Claim	5 - 10 hrs	\$3,500 per claim
Mid-Level Claim	10 - 14 hrs	\$4,750 per claim
Complicated Claim	14 – 17 hrs	\$6,000 – \$7,500 per claim
Major Complicated Claim	17+ hrs	\$8,000 – \$10,000 per claim

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

*In re LastPass Data Security Incident
Litigation*

Case No.: 1:22-CV-12047-PBS

**[PROPOSED] ORDER APPOINTING BRUCE FRIEDMAN AS SPECIAL
MASTER PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE RULE 53**

WHEREAS, on December 23, 2025, Plaintiffs Amy Doermann, Ayana Looney, Dan LeFebvre, David Andrew, Erik Brook, Glenn Mulvenna, Hui Li, Nathan Goldstein, Noah Bunag, R. Andre Klein, Sarb Dhesi, Steven Carter, Debt Cleanse Group Legal Services LLC, and Hustle N Flow Ventures LLC (the “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members, and Defendant LastPass US LP (“LastPass” or “Defendant,” and collectively, the “Parties”), filed the executed Class Action Settlement Agreement and Release (the “Settlement Agreement”), pursuant to which the Parties consented to the appointment of Bruce A. Friedman, Esq. as Special Master to adjudicate cryptocurrency claims. Doc. Nos. 305, 305-1, 305-2.

WHEREAS, on May 18, 2026, Plaintiffs filed an unopposed Consent Motion to Appoint Bruce A. Friedman, Esq., as Special Master Pursuant to Federal Rule of Civil Procedure 53 (the “Motion”).

WHEREAS, this appointment is made pursuant to Fed. R. Civ. P. 53 and the inherent authority of the Court. As Rule 53 requires, the Court sets out below the duties and terms of the Special Master and reasons for appointment.

IT IS HEREBY ORDERED:

Appointment of the Special Master

1. Good cause exists for the appointment of a Special Master to oversee the loss claims sought by Cryptocurrency Claimants (as defined in ¶23 of the Settlement Agreement, Doc. No. 305-1). The appointment is necessary because of the complexity of verifying and calculating cryptocurrency losses submitted by Cryptocurrency Claimants and the security and confidentiality requirements involved in adjudicating these claims.

2. The Parties have proposed that Bruce A. Friedman, Esq. be appointed as Special Master (the “Special Master”). The Court agrees with the proposal of the Parties. The procedures pertaining to the Special Master’s adjudication of loss claims made by the Cryptocurrency Claimants from the Crypto Pool (as defined in ¶24 of the Settlement Agreement, Doc. No. 305-1, the claims for which are “Cryptocurrency Claims”) are set forth in Exhibit A to the Settlement Agreement. Doc. No. 305-2.

3. Pursuant to Rule 53(b)(3), the Special Master has filed a declaration disclosing that there is no ground for disqualification under 28 U.S.C. § 455. The affidavit included a statement from the Special Master regarding his fees and was filed contemporaneously with the Motion.

Limited Scope of Authority and Duties of the Special Master

4. The purpose of the Special Master is limited to adjudicating the Cryptocurrency Claims. All Cryptocurrency Claims, which have been determined by the Settlement Administrator (as defined in the Settlement Agreement) to the best of its ability to be complete and non-fraudulent, shall be referred to the Special Master to resolve “with all reasonable diligence” pursuant to ¶¶62, 70, 84, 86, 87, 88, and 90(d) of the Settlement Agreement, and Exhibit A attached thereto. Doc. Nos. 305-1, 305-2, Fed. R. Civ. P. 53(b)(2).

5. Consistent with the Settlement Agreement, and as proposed in the Declaration of Bruce A. Friedman, Esq., the Special Master shall obtain the assistance of Daniel Garrie, a cryptocurrency-forensics expert, as well as Janine A. Sperando, another JAMS neutral.

6. The Special Master's authority shall be further defined as stated in Rule 53(c)(B) and as outlined in the Settlement Agreement and Exhibit A attached thereto. Doc. Nos. 305-1, 305-2.

7. The Special Master may communicate *ex parte* with the Court or any Party or Cryptocurrency Claimant at any time pursuant to Fed. R. Civ. P. 53(b)(2)(B). Generally, the Special Master shall not communicate *ex parte* with any Party without first providing notice to the other Parties.

8. The Special Master's term of service will end at the earlier of (a) the completion of the Special Master's limited duties as defined herein, or (b) when the Court terminates the appointment.

Special Master's Report and Subsequent Judicial Review

9. Upon completion of the Cryptocurrency Claims assessments, the Special Master will prepare a report describing the outcome of the Confidential Cryptocurrency Theft Claims Process outlined in Exhibit A of the Settlement Agreement (the "Crypto Claims Process"), including: the number of claims received, the number of valid and invalid claims, general explanations for why claims were determined to be valid or invalid, the total amount of Crypto Pool funds awarded to valid claims, an invoice for the administration costs of the Crypto Claims Process including the Special Master's detailed fees and expenses, as well as any other matter the Special Master deems necessary to provide a full understanding of the administration of the Crypto Pool and Crypto Claims Process (the "Special Master Report").

10. Upon further request by the Court, the Special Master will file with the Court the Special Master Report in accordance with the relevant provisions of Fed. R. Civ. P. 53.

11. The Special Master Report shall be filed under seal with the Court, and will be maintained by the Parties as confidential and not disclosed to the public, except the identity of claimants and the Special Master's determination of each of their claims, including, if approved, the amount of payment due to each claimant, will be provided confidentially to the Settlement Administrator for purposes of carrying out the administration of the Settlement Agreement.

Compensation of the Special Master

12. The fees and costs of the Special Master shall be paid from the Crypto Pool pursuant to ¶76(c)(i) of the Settlement Agreement and consistent with the disclosure to potential claimants in the Notice.

13. The Special Master shall maintain a record of his time serving as Special Master that generally identifies the date of service and a brief narrative description of the services performed.

14. The Special Master shall also maintain a record of the time spent by his selected cryptocurrency-forensics expert and any other staff that generally identifies the date of service and a brief narrative description of the services performed.

15. The Special Master shall make every effort to minimize his expenses and fees to be paid from the Crypto Pool while at the same time carrying out the mandates of this Order.

16. The Special Master shall be compensated at the rate of \$1,000 per hour, an amount agreed to by the Parties and the Special Master pursuant to ¶63 of the Settlement Agreement.

17. The Special Master's cryptocurrency-forensics expert shall be compensated at the rate of \$1,000 per hour, an amount agreed to by the Parties and the Special Master pursuant to ¶63 of the Settlement Agreement.

18. Janine A. Sperando, Esq., will be compensated at a rate of \$500 per hour, an amount agreed to by the Parties and the Special Master.

19. A JAMS filing fee and 13% case management fee will be applied for administrative purposes.

IT IS SO ORDERED.

PATTI B. SARIS
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that, on this date, the foregoing document (proposed order) was filed electronically via the Court's CM/ECF system, which will send notice of the filing to all counsel of record.

Dated: May 18, 2026

/s/ Edward F. Haber.
Edward F. Haber