

If your personal information was maintained on LendingTree’s online interfaces during the 2022 Data Security Incident, you may be entitled to benefits from a class action settlement.

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

- A Settlement has been proposed in a class action lawsuit against LendingTree, LLC (“Defendant”) relating to the potential unauthorized disclosure of personal information to an unauthorized third party that occurred in approximately February 2022 as the result of a code vulnerability on LendingTree’s online interfaces (“Data Security Incident”).
- If your Private Information (full name, Social Security number, date of birth, and address, and additional personally identifiable information (“PII”), was maintained on LendingTree’s online interfaces during the Data Security Incident, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides Settlement Class Members with their choice of: (1) three years of credit monitoring services, compensation for lost time (up to \$250), and unreimbursed economic losses (up to \$10,000); or (2) a cash payment (estimated to be \$100).
- Your legal rights are affected regardless of whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get benefits from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a settlement benefit. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get a benefit from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.LendingTreeSettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with the Defendant.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Western District of North Carolina. The case is known as *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D. N.C.) (the “Action”). The people who filed the lawsuit are called Plaintiffs and the company they sued, LendingTree, LLC, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs allege that, due to a code vulnerability, LendingTree disclosed personal information, including unencrypted and unredacted full names, Social Security numbers, dates of birth, and addresses (“Private Information”) of consumers, to an unauthorized third party in February 2022.

LendingTree has denied and continues to deny all of the claims made in the Action, as well as all charges of wrongdoing or liability against them.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Christopher Lamie and Amabel Lin) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or LendingTree. Instead, the Plaintiffs negotiated a settlement with LendingTree that allows both sides to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if your Private Information was compromised or potentially compromised in the Data Security Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement are: (1) the judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion before the Opt-Out Deadline.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can call 1-877-391-0203 or visit www.LendingTreeSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides Settlement Class Members with their choice of (1) three years of credit monitoring services, compensation for unreimbursed economic losses, and compensation for lost time, **or** (2) a cash payment.

LendingTree has agreed to pay a total of \$875,000 into a Settlement Fund. After deducting the costs of notice and settlement administration, Court-approved attorneys' fees, costs and expenses, and Class Representative service awards, the net Settlement Fund will be used to pay Settlement Class Members who submit a valid Claim Form.

9. Tell me about the Credit Monitoring Services and Compensation.

Each Settlement Class Member who submits a valid Claim Form and opts to receive credit monitoring services will receive a three-year subscription to Equifax provided by Pango ("Credit Monitoring Services"). The Equifax subscription will include (1) daily one-bureau credit monitoring, (2) identity restoration services, and (3) \$1,000,000 in identity theft insurance.

In addition to Credit Monitoring Services, Settlement Class Members are eligible to receive compensation for unreimbursed economic losses and for lost time.

- Unreimbursed Economic Losses are out-of-pocket costs related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance that are fairly traceable to the Data Breach and have not already been reimbursed by a third party. Settlement Class Members who submit a valid Claim Form with documentation, such as receipts, showing unreimbursed economic losses may receive up to \$10,000.
- Lost Time is time spent remedying issues related to the Data Security Incident. Settlement Class Members who submit a valid Claim Form are eligible to receive up to 10 hours of lost time, at \$25.00 per hour (up to \$250).

10. Tell me about the cash option.

Each Settlement Class Member who submits a valid Claim Form and selects the cash option will receive an *estimated* \$100 payment from the Settlement Fund. This cash option, also called an "Alternative Cash Payment," may be selected instead of the credit monitoring and compensation described above. The amount of the Alternative Cash Payments will be increased or decreased on a pro rata basis depending upon the number of valid claims filed and the amount of funds available for these payments. This means that Settlement Class Members who select this option may receive more or less than the estimated \$100.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get a settlement benefit?

To qualify for a settlement benefit, you must complete and submit a Claim Form by **January 23, 2024**. Claim Forms are available and may be filed online at www.LendingTreeSettlement.com. Claim Forms are also available by calling 1-877-391-0203 or by writing to: *Lamie, et al. v. LendingTree, LLC* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

12. When will I get my settlement benefit?

The Court will hold a Final Fairness Hearing at 2:00 p.m. on January 25, 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year.

13. What am I giving up to get a settlement benefit or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against LendingTree and the Released Parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

14. What are the Released Claims?

"Released Claims" mean any and all claims that either have been asserted or could have been asserted by any Settlement Class Member against any of the Released Parties (LendingTree and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the alleged Data Security Incident) from all

liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of Private Information from the Data Security Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the potential unauthorized disclosure of Private Information from the Data Security Incident.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D. N.C.). Your letter must also include your full name, current address, signature, and a statement such as "Request for Exclusion" indicating you do not wish to participate in the Settlement or you want to opt out of the Settlement. You must mail your exclusion request, postmarked no later than **December 26, 2023**, to:

Lamie, et al. v. LendingTree, LLC Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

16. If I exclude myself, can I still get a benefit from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a settlement benefit because you will no longer be eligible for one.

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Raina Borrelli of Turke & Strauss LLP and David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC to represent you and other Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees in the amount of \$291,666.67 plus litigation expenses, as well as \$3,000 service awards to each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before making payments to Settlement Class Members who submit a valid Claim Form.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file a written objection with the Court by **December 26, 2023**.

Your objection must include:

- 1) the name of the case (*Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D. N.C.));
- 2) your full name, current address, and telephone number;
- 3) the reasons why you object to the Settlement, including any documents supporting your objection and a description of whether the objection applies only to yourself, a subset of the Settlement Class, or the entire Settlement Class;

- 4) the name and address of your attorney if you have retained one as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working;
- 5) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing;
- 6) a description and/or copies of evidence that may be introduced at Final Fairness Hearing;
- 7) a list of proceedings in which you have submitted an objection during the past five years; and
- 8) your signature or the signature of your attorney.

Your objection must be mailed to the Clerk of the United States District Court for the Western District of North Carolina, United States Courthouse, Charles R. Jonas Federal Building, 401 West Trade Street, Room 1200, Charlotte, NC 28202 by **December 26, 2023**.

21. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at 2:00 p.m. on January 25, 2024, at the United States Courthouse, Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve payments of fees, expenses, and service awards.

23. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

More details are available in the Settlement Agreement, which is available at www.LendingTreeSettlement.com. You may also call 1-877-391-0203, or write to *Lamie, et al. v. LendingTree, LLC* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

Please do not call the Court or the Clerk of the Court for additional information.

They cannot answer any questions regarding the Settlement or the Action.