

Notice of loanDepot Data Breach Settlement

A federal court has authorized this Notice. This is not junk mail, spam, an advertisement, or a solicitation from a lawyer. You are not being sued.

Please read this Notice carefully and completely, as it may affect your legal rights.

IMPORTANT MESSAGE FROM THE COURT

To receive benefits or payments from this Settlement, simply submit a Claim Form online or tear off and mail the Claim Form attached to the postcard you received (postage is prepaid). To receive your two free years of Financial Monitoring and Identity Theft Insurance from CyEx by Pango Group, please include a valid email address on the Claim Form. You may be eligible to receive additional benefits from the Settlement—please read below or go to www.LoanDepotBreachSettlement.com and submit a Claim Form using your claim number (located on the postcard notice you received).

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached with loanDepot, Inc. and loanDepot.com, LLC (collectively, “loanDepot” or “Defendants”) relating to the alleged data breach loanDepot suffered between January 3-5, 2024 (the “Data Breach”). Any capitalized terms not specifically defined in this Notice are intended to have the same meanings as in the Settlement Agreement, which is available at www.LoanDepotBreachSettlement.com.
- The Settlement Class comprises approximately 16,924,007 individuals in the United States who were sent an individualized notice from loanDepot that their personally identifiable information (“PII”) may have been impacted or otherwise compromised by the Data Breach.
- If you received a notice from loanDepot, you are included in this Settlement as a “Settlement Class Member.”
- Under the Settlement, loanDepot has agreed to establish a Settlement Fund to pay for (1) Financial Monitoring and Identity Theft and Insurance Services; (2) a cash Monetary Payment for the alleged damages you may have incurred as a result of having your PII allegedly acquired during the alleged Data Breach; (3) an additional cash California Subclass Payment for members of the California Subclass for the claim brought under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.150, *et seq.* (“CCPA”); (4) a cash payment of up to \$5,000.00 for documented Out-of-Pocket Costs fairly traceable to the alleged Data Breach; (5) the costs of the settlement administration, court-approved attorneys’ fees and expenses, and Service Awards for Class Representatives. All Settlement Class Members will also benefit from the enhanced security measures implemented by Defendants in response to or following the Data Breach, valued in excess of \$9 million.
- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LoanDepotBreachSettlement.com or call 1-844-996-4090.

- **These rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action. Please read this entire Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	EXPLANATION	DEADLINE
SUBMIT A CLAIM FORM AND OBTAIN BENEFITS UNDER THE SETTLEMENT	<p>Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Financial Monitoring and Identity Theft Insurance Services, a Monetary Payment, a California Subclass Payment, and reimbursement of out-of-pocket costs.</p> <p>If you submit a Claim Form, you will give up the right to sue the Defendants and certain related parties in any separate lawsuit about the legal claims this Settlement resolves.</p>	Claims must be filed on or before May 27, 2025.
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants, or certain related parties, for monetary damages relating to the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement other than the enhanced security measures described below.</p>	Requests for exclusion must be mailed on or before April 27, 2025.
OBJECT TO OR COMMENT ON THE SETTLEMENT	<p>You may object to the Settlement by filing a statement with the Court and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Court to provide comments or reasons why you support the Settlement.</p> <p>If you object, you may also submit a Claim Form to receive Settlement benefits, and you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.</p>	Objections must be filed and mailed on or before April 27, 2025.
ATTEND THE FINAL APPROVAL HEARING ON AUGUST 18, 2025 AT 8:30 AM	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must file a request to do so or include such a request in your filed objection. You are <u>not</u> required to attend the Final Approval Hearing.</p>	"Notice of Intent to Appear" must be mailed to the Court by April 27, 2025.
DO NOTHING	<p>If you do nothing, you will not receive any of the Settlement benefits other than the enhanced security measures described below, and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.</p>	

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BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options, before the Court decides whether to grant final approval of the Settlement. 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 Honorable David O. Carter of the United States District Court for the Central District of California, Southern Division is overseeing this class action. The case is known as *In re loanDepot Data Breach Litigation*, Case No. 8:24-cv-00136-DOC-JDE (C.D. Cal.) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs,” and the companies they sued, loanDepot, Inc. and loanDepot.com, LLC, are called the “Defendants.”

2. What is this lawsuit about?

Between January 3-5, 2024, an unauthorized party gained access to certain loanDepot computer systems and potentially acquired the PII of approximately 16.9 million individuals associated with loanDepot, which may have included their names, addresses, email addresses, financial account numbers, Social Security numbers (“SSN”), phone numbers, and dates of birth.

Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, the Defendants are not admitting any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class.

The 20 Class Representatives in this case are Alphonso Woods, David Ware, Deborah McPhail, Josh Kriehauser, Daroya Isaiah, Joshua Beller, Maurice Beckwith, Robert Lash, Ryan Azinger, Lorenz Praefcke, Varun Singh, Debra Coe, Loretta Montgomery, Vidal Hernandez, Tracy Brown, Branislav Sasic, Jessica Schuler, Kyle Nunnelly, Nailah Ricco-Brown, and Matthew McFall.

4. Why is there a Settlement?

The Class Representatives and the Defendants do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or the Defendants. Instead, the Class Representatives and the Defendants have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation

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and the nature of the defenses raised by the Defendants.

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

If you received a postcard Notice of this Settlement, you have been identified as a potential Settlement Class Member, because you were sent a written notice from loanDepot concerning the alleged Data Breach.

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

Yes, the Settlement does not include (1) the judges presiding over the Action, and members of their families; (2) loanDepot, its subsidiaries, parent companies, successors, predecessors, and any entity in which loanDepot or its parents have a controlling interest and their current or former officers, and directors; and (3) individuals who properly execute and submit a procedurally proper and timely Request for Exclusion prior to the expiration of the Opt-Out Period.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.LoanDepotBreachSettlement.com or email the Settlement Administration at info@LoanDepotBreachSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following benefits:

- **Two years of comprehensive Financial Monitoring and Identity Theft Insurance Services** provided by CyEx by Pango Group;
- **Cash Monetary Payment** for the alleged damages you may have incurred, depending on the participation rate for the Settlement, the amount of which will be a pro rata share of the remaining Net Settlement Fund after all other Settlement Benefits have been paid, expected to be between \$34.37 and \$5.30, if the participation rate for the Settlement is between 2% and 10%, respectively, but before deducting Out-of-Pocket Costs Payments;
- **Cash California Subclass Payment**, for an additional cash payment for the claim brought under the CCPA, expected to be between \$74.52 and \$14.90, if the participation rate for California residents is between 2% and 10%, respectively; and
- **Cash payment of up to \$5,000.00 for Out-of-Pocket Costs**, for documented losses or Out-of-Pocket Costs fairly traceable to the alleged Data Breach, which may be reduced pro rata depending on the number of claims submitted.

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9. Tell me more about the Financial Monitoring and Identity Theft Insurance Services.

Financial Monitoring and Identity Theft Insurance Services provide a way to protect yourself from unauthorized use of your information. If you already have financial monitoring services, you may still sign up for this additional protection. The Financial Monitoring and Identity Theft Insurance Services are being provided by CyEx by Pango Group. These Financial Monitoring and Identity Theft Insurance Services include:

- Financial Transaction Monitoring;
- Monthly Credit Score; Score Tracker;
- Bank & Financial Account Monitoring;
- High Risk Transaction Monitoring;
- Real-Time Authentication Alerts; Fictitious Identity Monitoring;
- Home Title Monitoring; Dark Web Monitoring; Address Change Monitoring; Security Freeze Assist;
- Lost Wallet Protection; Insight & Tips News Feeds on the Customer Dashboard; Spend Tracking;
- \$1,000,000 Comprehensive Identity Theft Insurance;
- Victim Assistance; and
- Customer Support.

More information about the Financial Monitoring and Identity Theft Insurance Services that CyEx by Pango Group is providing as part of this Settlement is available at [//app.financialshield.com/information/loandepot](http://app.financialshield.com/information/loandepot).

10. Tell me more about the cash Monetary Payment.

You may qualify for a cash “Monetary Payment.”

Each Participating Settlement Class Member electing to receive a cash Monetary Payment will receive a payment from the Settlement Fund for the alleged damages they suffered as a result of having their PII allegedly acquired during the alleged Data Breach. The payment amount, if any, will depend on the participation rate for the Settlement and the amount will be each Participating Settlement Class Member’s pro rata share of the remaining Net Settlement Fund, after all other Settlement Benefits have been paid for out of the Remaining Net Settlement Fund, including the costs for Financial Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs Payments, and California Subclass Payments.

The following chart depicts an approximation of the Monetary Payment before deducting the Out-of-Pocket Costs Payments:

Participation Rate	Approx. Monetary Payment
1%	\$70.71
2%	\$34.37
3%	\$22.26
4%	\$16.20
5%	\$12.57
6%	\$10.14
8%	\$7.11
10%	\$5.30

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In the event that the Monetary Payment would be less than \$3.00, no Monetary Payments will be made and the Parties will instead meet and confer on how to disperse the remaining Net Settlement Fund and present the plan to the Court for approval.

The act of submitting a valid and timely Claim Form to the Settlement Administrator (via U.S. Mail or through the Settlement Website) entitles a Settlement Class Member to be a Participating Settlement Class Member and constitutes a representation that they are electing to receive Financial Monitoring and Identity Theft Insurance Services and a Monetary Payment under the Settlement. Only those Settlement Class Members identified on the Settlement Class List may submit a Claim to receive a Monetary Payment.

11. Tell me more about the cash California Subclass Payment.

You may qualify for a cash “California Subclass Payment.”

Each member of the California Subclass will receive an additional cash payment for the claim brought under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.150, et seq. (“CCPA”), expected to be between \$74.52 and \$14.90, if the participation rate for California residents is between 2% and 10%, respectively. The payment amount will be each Participating Settlement Class Member of the California Subclass’ pro rata share of the California Subclass Settlement Fund. Under no circumstances shall the California Subclass Payment exceed \$150 per member of the California Subclass. You are a member of the California Subclass if you are one of the approximately 2,449,083 Settlement Class Members who were residents of the State of California, as identified on the Settlement Class List, or you are a Settlement Class Member and provide Reasonable Documentation demonstrating that you were a California resident between January 3, 2021, and December 2, 2024.

The following chart depicts an approximation of the California Subclass Payment amounts, depending on the participation rate for the California Subclass:

Participation Rate	Approx. California Subclass Payment
1%	\$149.04
2%	\$74.52
3%	\$49.68
4%	\$37.26
5%	\$29.81
6%	\$24.84
8%	\$18.63
10%	\$14.90

In the event that the California Subclass Payment would be less than \$3.00, no California Subclass Payment will be made, and the Parties will instead meet and confer on how to disperse the remaining Net Settlement Fund and present the plan to the Court for approval.

The act of submitting a valid and timely Claim Form to the Settlement Administrator (via U.S. Mail or

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through the Settlement Website) constitutes a representation that a Participating Settlement Class Member who is a member of the California Subclass is electing to receive Financial Monitoring and Identity Theft Insurance Services, a Monetary Payment, and a California Subclass Payment under the Settlement. Only those Settlement Class Members who are members of the California Subclass may submit a claim to receive a California Subclass Payment.

12. Tell me more about Cash Payments for Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft or fraud that was fairly traceable to the alleged Data Breach, or if you spent money to protect yourself from future harm because of the alleged Data Breach, you may make a claim for reimbursement of up to \$5,000.00 in Out-of-Pocket Costs. Out-of-Pocket Costs include unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit or financial monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or SSN) that are related to any identity theft and fraud fairly traceable to the alleged Data Breach and were incurred on or after January 3, 2024. Other losses or costs fairly traceable to the alleged Data Breach may also be eligible for reimbursement. Under no circumstances shall the aggregate of approved Out-of-Pocket Costs Payments exceed Two Million Dollars and Zero Cents (\$2,000,000.00). Out-of-Pocket Costs may be reduced pro rata. Only those Settlement Class Members identified on the Settlement Class List may submit a Claim to receive an Out-of-Pocket Costs Payment.

13. Tell me more about the Enhanced Security Measures.

The Parties agree that Class Representatives, Class Counsel, and this litigation were a motivating factor for certain remedial efforts and Business Practices Changes taken by loanDepot following the Data Breach, including but not limited to enhancements in data management, identity protection, cloud security and threat detection capabilities, which are estimated to have cost loanDepot \$9,341,000.00.

14. What is the total value of the Settlement?

The total value of the Settlement is expected to exceed \$86 million, consisting of a non-reversionary Settlement Fund of \$25,000,000.00, the \$9,341,000.00 in Enhanced Security Measures by Defendants as well as at least \$52,599,813.76 for every one percent (1%) of Class Members receiving Financial Monitoring and Identity Theft Insurance Services, but before excluding the cost of Financial Monitoring and Identity Theft Insurance Services. For example, if one percent (1%) of the Settlement Class enrolls in Financial Monitoring and Identity Theft Insurance Services, the total value of the settlement benefits will be \$86,607,410.82. Therefore, the value of the settlement benefits offered is likely to exceed \$86 million.

15. What am I giving up to get a Settlement payment or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants or related parties about the legal issues in this Action that are resolved by this Settlement and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (see next question).

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16. What are the Released Claims?

In exchange for the Settlement and as detailed in the Settlement Agreement, Settlement Class Members agree to release Defendants loanDepot, Inc. and loanDepot.com, LLC and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and all their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing, of any and all liabilities, rights, claims, actions, causes of action, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, attorneys' fees, costs, interest or expenses), damages, penalties, costs, attorneys' fees, losses, or other remedies, whether known or unknown, existing or potential, suspected or unsuspected, that are, were, or could have been asserted against any of the Released Parties in the Action or in any other action or proceeding of any type or nature before any court, arbitrator(s), tribunal, or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, including any and all claims, actions, causes of action, demands, damages, penalties, losses, or remedies that arise out of, relate to or are based upon one or more of the allegations, facts, and/or circumstances described in the Action and/or Complaint. Released Claims for any Settlement Class Member shall consist of a release of claims to the extent permitted pursuant to Federal Rules of Civil Procedure 23(b)(3).

The Released Claims do not include claims against the cyber attacker(s) who committed the criminal acts involved in the alleged Data Breach and persons or entities that intentionally misuse for unlawful purposes the information potentially acquired in the alleged Data Breach.

More information is provided in the Settlement Agreement, which is available at www.LoanDepotBreachSettlement.com.

HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

17. How do I make a claim for Settlement Benefits?

Claim Forms may be submitted online at www.LoanDepotBreachSettlement.com or mailed to the Settlement Administrator at the address on the form. Claim Forms are also available for download on the Settlement Website, or you may request one by emailing info@LoanDepotBreachSettlement.com or writing to *In re loanDepot Data Breach Litigation*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. The quickest way to file a claim is online.

If you received a Notice by email, you may use the link to the Settlement Website to submit a claim.

If you received a Postcard Notice by mail, please use your Claim Number and the Confirmation Code, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, please email info@LoanDepotBreachSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is May 27, 2025.**

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18. How do I make a claim for Financial Monitoring and Identity Theft Insurance Services?

If you received a Notice by email, you may use the link to the Settlement Website to submit a claim for Financial Monitoring and Identity Theft Insurance Services.

If you received a postcard Notice in the mail, you may use the Claim Form provided to file a claim for Financial Monitoring and Identity Theft Insurance Services. Simply provide your email address (required to obtain Financial Monitoring and Identity Theft Insurance Services), tear the Claim Form at the perforation, and place it in the mail postmarked on or before **May 27, 2025**. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or mail a Claim Form to the Settlement Administrator.

You may access the Claim Form, file a claim, and obtain additional information at www.LoanDepotBreachSettlement.com Instructions for filling out a claim for Financial Monitoring and Identity Theft Insurance Services are included on the Claim Form. **The deadline to file a claim for Financial Monitoring and Identity Theft Insurance Services is May 27, 2025.** You may file a claim for Financial Monitoring and Identity Theft Insurance Services in addition to claims for a Monetary Payment, a California Subclass Payment, and Out-of-Pocket Costs Payment.

19. How do I make a claim for a cash Monetary Payment?

If you received a Notice by email, you may use the link to the Settlement Website to submit a claim for a cash payment for the alleged damages you purportedly incurred as a result of having your PII allegedly acquired during the alleged Data Breach.

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a Monetary Payment. To file a claim for a Monetary Payment, simply tear the Claim Form at the perforation, provide your email address, and place it in the mail postmarked on or before **May 27, 2025**. Payments will be sent electronically via Prepaid Card to the email addresses provided. If you prefer to receive your Monetary Payment via another electronic method or by a physical check mailed to your address, submit your claim online at www.LoanDepotBreachSettlement.com.

If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online.

You may access the Claim Form, file a claim, and obtain additional information at www.LoanDepotBreachSettlement.com Instructions for filling out a claim for a Monetary Payment are included on the Claim Form. **The deadline to file a claim for a Monetary Payment is May 27, 2025.** You may file a claim for a Monetary Payment in addition to claims for Financial Monitoring and Identity Theft Insurance Services, a California Subclass Payment, and reimbursement of Out-of-Pocket Costs. Only those Settlement Class Members identified on the Settlement Class List may submit a Claim to receive a Monetary Payment.

20. How do I make a claim for a California Subclass Payment?

If you received a Notice by email informing you that you are a member of the California Subclass, you may use the link to the Settlement Website to submit a claim for an additional cash payment for the claim brought under the CCPA.

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If you received a Notice in the mail informing you that you are a member of the California Subclass, you may use the Claim Form provided to file a claim for a California Subclass Payment. To file a claim for a California Subclass Payment, simply tear the Claim Form at the perforation, provide your email address, and place it in the mail postmarked on or before **May 27, 2025**. Payments will be sent electronically via Prepaid Card to the email addresses provided. If you prefer to receive your California Subclass Payment via another electronic method or by a physical check mailed to your address, submit your claim online at www.LoanDepotBreachSettlement.com.

If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online.

If you did not receive a Notice by email or in the mail informing you that you are a member of the California Subclass, but you were a resident of California between January 3, 2021, and December 2, 2024 and you would like to receive a California Subclass Payment, you must sign the attestation at the end of the Claim Form that you are a member of the California Subclass and submit Reasonable Documentation demonstrating you were a California resident between January 3, 2021, and December 2, 2024, including, but not limited to, credit card statements, bank statements, invoices, utility bills, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.LoanDepotBreachSettlement.com. Instructions for filling out a claim for a California Subclass Payment are included on the Claim Form. **The deadline to file a claim for a California Subclass Payment is May 27, 2025.** You may file a claim for a California Subclass Payment in addition to claims for Financial Monitoring and Identity Theft Insurance Services, a Monetary Payment, and reimbursement of Out-of-Pocket Costs. Only those Settlement Class Members identified on the Settlement Class List may submit a Claim to receive a California Subclass Payment.

21. How do I make a claim for a cash payment for Out-of-Pocket Costs?

To file a claim for a cash payment of up to \$5,000.00 for reimbursement of Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Costs. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation supporting those Out-of-Pocket Costs, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.LoanDepotBreachSettlement.com. Instructions for filling out a claim for Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Out-of-Pocket Costs is May 27, 2025.** You may file a claim for Out-of-Pocket Costs in addition to claims for Financial Monitoring and Identity Theft Insurance Services, Monetary Payment, and California Subclass Payment. Only those Settlement Class Members identified on the Settlement Class List may submit a Claim to receive an Out-of-Pocket Costs Payment.

22. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the

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Settlement Administrator of any changes by emailing info@LoanDepotBreachSettlement.com or by writing to *In re LoanDepot Data Breach Litigation*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

23. When and how will I receive the Financial Monitoring and Identity Theft Insurance Services I claim from the Settlement?

If you make a valid and timely claim for Financial Monitoring and Identity Theft Insurance Services, the Settlement Administrator will send you information on how to activate your financial monitoring after the Settlement becomes final to the email address provided.

24. What happens if money remains after all the Settlement Claims are paid?

None of the money in the Settlement Fund will be paid back to Defendants. If there is any money left in the Settlement Fund 180 days after the distribution of payments to Settlement Class Members (e.g., in the case of uncashed checks for Monetary or California Subclass Payments), a subsequent Settlement Payment will be evenly made to all Participating Settlement Class Members with Approved Claims who cashed or deposited their Settlement payment, provided that the average payment amount is equal to or greater than Three Dollars and No Cents (\$3.00). If the average check amount in a subsequent Settlement Payment distribution would be less than Three Dollars and No Cents (\$3.00), the remaining Net Settlement Fund shall be distributed to the Non-Profit Residual Recipient.

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

Yes, the Court has appointed Daniel S. Robinson of Robinson Calcagnie, Inc., Tina Wolfson of Ahdoot & Wolfson, PC, Abbas Kazerounian of Kazerouni Law Group APC, Stephen G. Larson of Larson LLP, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as Interim Co-Lead Counsel for Plaintiffs, to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

26. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees up to \$7,500,000.00 and, separately, reimbursement of litigation expenses and costs. They will also ask the Court to approve \$2,500.00 service awards to each of the twenty Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, expenses, and service awards will be made available on the Settlement Website at www.LoanDepotBreachSettlement.com before the deadline for you to opt-out or object to the Settlement. You can also request a copy of the application by emailing the Settlement Administrator at info@LoanDepotBreachSettlement.com.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or “opt-out” of the Settlement.

27. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be (i) submitted electronically on the Settlement Website by April 27, 2025, or (ii) postmarked or received by the Settlement Administrator on or before April 27, 2025. If a Request for Exclusion to the Settlement Administrator is submitted by U.S. Mail, such Request for Exclusion must be in writing and must identify the case name *In re loanDepot Data Breach Litigation*, Case No. 8:24-cv-00136-DOC-JDE (C.D. Cal.); state your name, address, and telephone number; be physically signed by you; and contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *In re loanDepot Data Breach Litigation*, Case No. 8:24-cv-00136-DOC-JDE (C.D. Cal.)” **If mailed, the Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked no later than April 27, 2025.**

In re loanDepot Data Breach Litigation
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

By submitting a valid Request for Exclusion, you shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement.

You cannot exclude yourself from the Settlement Class through “mass” or “class” opt-outs, or by telephone or email.

28. If I exclude myself, can I still get Financial Monitoring and Identity Theft Insurance Services and cash payments?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. The only way to obtain settlement benefits, including Financial Monitoring and Identity Theft Insurance Services and cash payments, is to not opt out of the Settlement and instead to submit a valid and timely Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants or Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, consult with your attorney in that case immediately.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LoanDepotBreachSettlement.com or call 1-844-996-4090.**

OBJECT TO OR COMMENT ON THE SETTLEMENT

30. How do I tell the Court that I object to the Settlement?

If you do not exclude yourself and you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, you must file a signed statement with the Clerk of the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701, with the caption *In re loanDepot Data Breach Litigation*, Case No. 8:24-cv-00136-DOC-JDE (C.D. Cal.), that includes: (i) your full name, current mailing address, and telephone number; (ii) a signed statement that you believe yourself to be a member of the Settlement Class and the basis of such belief; (iii) a statement of whether the objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class, and the specific grounds for the objection; (iv) all documents or writings that you desire the Court to consider, including all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness and copy of all documents or other non-oral materials to be presented; (v) a statement regarding whether you (or your counsel) intend to appear at the Final Approval Hearing; and (vi) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years.

You must also mail a copy of your objection to the following places postmarked no later than April 27, 2025:

Court
Clerk of the Court United States District Court Central District of California Ronald Reagan Federal Bldg. 411 West Fourth Street Santa Ana, CA, 92701

Class Counsel	Class Counsel	Class Counsel
Daniel S. Robinson c/o loanDepot Data Breach Settlement ROBINSON CALCAGNIE, INC. P.O. Box 2350 Newport Beach, CA 92658-8962	Tina Wolfson c/o loanDepot Data Breach Settlement AHDOOT & WOLFSON, PC 2600 W. Olive Avenue, Suite 500 Burbank, California 91505	Abbas Kazerounian c/o loanDepot Data Breach Settlement KAZEROUNI LAW GROUP 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626
Class Counsel	Class Counsel	Defendants' Counsel
Stephen Larson c/o loanDepot Data Breach Settlement LARSON LLP 555 S. Flower Street, 30th Floor Los Angeles, CA 90071	Gary M. Klinger c/o loanDepot Data Breach Settlement MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	Matthew D. Brown COOLEY LLP 3 Embarcadero Center 20th Floor San Francisco, CA 94111

**This Settlement affects your legal rights even if you do nothing.
 Questions? Go to www.LoanDepotBreachSettlement.com or call 1-844-996-4090.**

31. What is the difference between objecting and requesting exclusion?

Objecting is informing the Court you do not like something about the Settlement. However, you may object only to the portion of the Settlement providing monetary compensation and financial monitoring and identity theft insurance if you do not submit an opt-out, and thus exclude yourself, from that portion of the Settlement. Requesting exclusion from that portion of the Settlement is informing the Court you do not want to be part of, or participate in, that portion of the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **August 18, 2025, at 8:30 a.m.** before the Honorable David O. Carter, United States District Court, Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Courtroom 10A, Santa Ana, CA, 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's application for attorneys' fees and expenses as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

33. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file and mail an objection, you do not have to attend the hearing. As long as you file and mail your written objection on time and as set forth above, it will be considered by the Court.

34. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must file with the Court and Counsel for the Parties a Notice of Intention to Appear. The deadlines and instructions for filing and Notice of Intention to Appear can be found in Question 30 above.

If you filed an objection, your objection must state whether you or your attorney intends to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

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Questions? Go to www.LoanDepotBreachSettlement.com or call 1-844-996-4090.**

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class but will not receive any Settlement benefits other than the Enhanced Security Measures described above that Defendants have undertaken or plan to undertake following the Data Breach. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

36. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at www.LoanDepotBreachSettlement.com or by writing to *In re loanDepot Data Breach Litigation*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions, you may contact Class Counsel at:

Class Counsel Daniel S. Robinson c/o loanDepot Data Breach Settlement ROBINSON CALCAGNIE, INC. P.O. Box 2350 Newport Beach, CA 92658-8962	Class Counsel Tina Wolfson c/o loanDepot Data Breach Settlement AHDOT & WOLFSON, PC 2600 W. Olive Avenue, Suite 500 Burbank, California 91505	Class Counsel Abbas Kazerounian c/o loanDepot Data Breach Settlement KAZEROUNI LAW GROUP 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626
Class Counsel Stephen Larson c/o loanDepot Data Breach Settlement LARSON LLP 555 S. Flower Street, 30th Floor Los Angeles, CA 90071	Class Counsel Gary M. Klinger c/o loanDepot Data Breach Settlement MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.LoanDepotBreachSettlement.com or call 1-844-996-4090.**