

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re LENDINGCLUB SECURITIES LITIGATION )  
 )  
 ) Case No. 3:16-cv-02627-WHA  
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 )  
 This Document Relates To: )  
 )  
 ) CLASS ACTION  
 )  
 )  
 ) ALL ACTIONS.  
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 )  
 )

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. Capitalized terms not defined in this Proof of Claim and Release form (“Proof of Claim and Release”) have the same meaning as set forth in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) that accompanies this Proof of Claim and Release and the Stipulation of Settlement, dated February 21, 2018 (the “Stipulation”).
2. To recover as a Class Member based on your claims in the actions entitled *In re LendingClub Securities Litigation*, Case No. 3:16-cv-02627-WHA (the “Federal Litigation”) and/or *In re LendingClub Corporation Shareholder Litigation*, Case No. CIV 537300 (the “State Litigation” and, collectively with the Federal Litigation, the “Litigations”), you must complete and, on page 6 hereof, sign this Proof of Claim and Release. If you fail to submit a timely and properly addressed (as set forth in paragraph 4 below) Proof of Claim and Release, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed settlement.
3. Submission of this Proof of Claim and Release does not assure that you will share in the proceeds of the settlement of the Litigations. To share in the proceeds, the Claims Administrator must determine, based on the information in your Proof of Claim and Release, that you have a recognized loss as a result of your purchases or acquisitions of LendingClub common stock during the period from December 10, 2014 through May 6, 2016.
4. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN JUNE 25, 2018, ADDRESSED AS FOLLOWS:

*LendingClub Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 404041  
Louisville, KY 40233-4041

Online submissions: [www.LendingClubSecuritiesClassAction.com](http://www.LendingClubSecuritiesClassAction.com)

If you are NOT a Class Member (as defined in the Notice), DO NOT submit a Proof of Claim and Release.

5. If you are a Class Member and you do not timely request exclusion, you will be bound by the terms of any judgment entered in the Litigations, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

**II. CLAIMANT IDENTIFICATION**

If you purchased or otherwise acquired LendingClub Corporation (“LendingClub”) common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired LendingClub common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer, and the third party is the record purchaser or acquirer.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser or acquirer of record (“nominee”), if different from the beneficial purchaser or acquirer of the LendingClub common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE LENDINGCLUB COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in LendingClub Common Stock" to supply all required details of your transaction(s) in LendingClub common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of LendingClub common stock which took place during the period from December 10, 2014 through and including April 9, 2018, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to all of the LendingClub common stock you held at the close of trading on May 6, 2016, and April 9, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of LendingClub common stock. The date of a "short sale" is deemed to be the date of sale of LendingClub common stock.

Broker confirmations or brokerage statements reflecting your purchases or other documentation of your transactions in LendingClub stock during the period from December 10, 2014 through April 9, 2018 (such as a Schedule D from your federal income tax return) should be attached to your Proof of Claim and Release form. If you purchased LendingClub stock through a broker, you should be able to obtain duplicate copies of confirmation or brokerage statements from that broker. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate the amount of your claim. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost with the information provided, the Claims Administrator may condition acceptance of the Proof of Claim and Release form upon the production of additional information that it may, in its discretion, require to process the claim.

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim and Release whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at [edata@gilardi.com](mailto:edata@gilardi.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Must Be Postmarked (if Mailed)  
or Received (if Submitted Online)  
No Later Than June 25, 2018

**LBS**

Official  
Office  
Use  
Only

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*In re LendingClub Securities Litigation*

Case No. 3:16-cv-02627-WHA

**PROOF OF CLAIM AND RELEASE**

Please Type or Print in the Boxes Below  
Do NOT use Red Ink, Pencil, or Staples

**PART I: CLAIMANT IDENTIFICATION**

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Last Four Digits of Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>		<input type="text"/>
Email Address		
<input type="text"/>		

**MAILING INFORMATION**

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP <input type="radio"/> KE <input type="radio"/> ICI	<input type="radio"/> BE <input type="radio"/> DR <input type="radio"/> EM	<input type="radio"/> FL <input type="radio"/> ME <input type="radio"/> ND	<input type="radio"/> OP <input type="radio"/> RE <input type="radio"/> SH	MM / DD / YYYY	FOR CLAIMS PROCESSING ONLY
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#### IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigations. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other LendingClub securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of LendingClub common stock during the period from December 10, 2014 through May 6, 2016, inclusive, and know of no other person having done so on my (our) behalf.

#### V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Defendants," defined as each and all of the Defendants and each of their Related Parties. "Related Parties" means, as applicable, each of a person or entity's respective present and former parents, subsidiaries, divisions, joint ventures, affiliates, and each of their and a person or entity's respective present and former employees, members, partners, principals, agents, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, insurers, co-insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns, in their capacity as such, and any entity in which a person or entity has a controlling interest.

2. "Released Claims" means any and all claims, rights, causes of action, liabilities, actions, suits, damages, or demands (including Unknown Claims as defined below) of any kind whatsoever, that Federal Lead Plaintiff, State Class Representatives, or any other Class Member has that relate in any way to the purchase, acquisition, holding, sale, or disposition of LendingClub common stock by Class Members during the period between December 10, 2014 through May 6, 2016, inclusive, **and** either: (a) arise out of or are based upon or related to the facts alleged or the claims or allegations set forth in the Litigations; or (b) relate in any way to any alleged violation of the 1933 Act or the Exchange Act or any other state, federal or foreign jurisdiction's securities or other laws, any alleged misstatement, omission or disclosure (including in financial statements) or other alleged securities-related wrongdoing or misconduct by the Released Defendants. Notwithstanding the foregoing, "Released Claims" does not include claims relating to any LendingClub shares that were purchased or acquired before December 10, 2014 or claims relating to the enforcement of the settlement.

3. "Released Defendants" means each and all of the Defendants and each of their Related Parties.

4. "Released Plaintiffs and Class Members" means Federal Lead Plaintiff, State Class Representatives, each Class Member, and to the full extent permissible under law, each of their Related Parties.

5. "Releasing Defendants" means each and all of the Defendants and each of their Related Parties.

6. "Releasing Defendants' Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the Litigations or the Released Claims against the Released Defendants. Notwithstanding the foregoing, "Releasing Defendants' Claims" does not include claims relating to any LendingClub shares that were purchased or acquired before December 10, 2014 or claims relating to the enforcement of the settlement.

7. "Releasing Plaintiffs and Class Members" means Federal Lead Plaintiff, State Class Representatives, each Class Member, and to the full extent permissible under law, each of their Related Parties

8. "Unknown Claims" means (i) any Released Claims that Releasing Plaintiffs and Class Members do not know or suspect to exist in his, her or its favor at the time of the release, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendants, or might have affected his, her or its decision not to object to this settlement or seek exclusion from this settlement, and (ii) any Releasing Defendants' Claims that Releasing Defendants do not know or suspect to exist in his, her or its favor at the time of the release, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Plaintiffs and Class Members. With respect to any and all Released Claims and Releasing Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Federal Lead Plaintiff and State Class Representatives shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Releasing Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Federal Lead Plaintiff and State Class



Representatives shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Federal Lead Plaintiff and State Class Representatives acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

9. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement, and the settlement becomes effective on the Effective Date (as defined in the Stipulation).

10. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

11. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in LendingClub common stock which are the subject of this claim, which occurred during the period between December 10, 2014 through April 9, 2018, as well as the closing positions in such shares held by me (us) on the dates requested in this claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or Administrator)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim and Release please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim and Release or supporting documentation.

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR, IF MAILED, POSTMARKED  
NO LATER THAN JUNE 25, 2018, ADDRESSED AS FOLLOWS:**

*LendingClub Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 404041  
Louisville, KY 40233-4041

www.LendingClubSecuritiesClassAction.com

