

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LANCE SALLADAY, On Behalf of Himself and All  
Other Similarly Situated Former Stockholders of  
INTERSECTIONS, INC.,

Plaintiff,

v.

JOHN ALBERTINE, THOMAS AMATO, AURA  
SUB, LLC, INTERSECTIONS, LLC,  
INTERSECTIONS HOLDINGS LLC, BRUCE L. LEV,  
DAVID A. MCGOUGH, MELVIN R. SEILER,  
MICHAEL R. STANFIELD, WC SACD ONE, LLC,  
WC SACD ONE PARENT, LLC, and WC SACD  
HOLDINGS, INC.,

Defendants.

C.A. No. 2019-0048-SG

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF  
STOCKHOLDER CLASS ACTION, SETTLEMENT HEARING,  
AND RIGHT TO APPEAR**

***The Delaware Court of Chancery authorized this Notice. This is not a  
solicitation from a lawyer.***

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you held Intersections, Inc. (“Intersections” or the “Company”) common stock as of January 11, 2019, the date of the consummation of the merger of Intersections and a subsidiary of WC SACD One, Inc. (“WC SACD”) (the “Merger”).

**NOTICE OF SETTLEMENT:** Please also be advised that plaintiff Lance Salladay (“Plaintiff”), on behalf of himself and the Settlement Class (defined in paragraph 17 below), has reached a proposed settlement of the Action for \$9,000,000 in cash (the “Settlement”). **PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of**

the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.<sup>1</sup>

<b>CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:</b>	
<b>RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.</b>	If you are a member of the Settlement Class (defined in paragraph 16 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members <b>do not</b> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> paragraphs 21-28 below for further discussion.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JANUARY 4, 2023.</b>	If you are a member of the Settlement Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and Litigation Expenses, you may write to the Court and explain the reasons for your objection.
<b>PARTICIPATE IN A HEARING ON JANUARY 19, 2023 AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JANUARY 5, 2023.</b>	Filing a written objection and notice of intention to appear that is received by January 5, 2023, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the January 19, 2023 hearing may be conducted by telephone or video conference (see paragraphs 31-33 below). If you submit a written objection, you may (but you do not have to) participate in the hearing and, at the discretion of the Court, speak to the Court about your objection.

<sup>1</sup> Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release dated September 7, 2022 (the "Stipulation of Settlement" or "Stipulation"), entered into by and among (i) Plaintiff, on behalf of himself and the Settlement Class; and (ii) defendants John Albertine ("Albertine"), Thomas Amato ("Amato"), Bruce L. Lev ("Lev"), David A. McGough ("McGough"), Melvin R. Seiler ("Seiler"), Michael R. Stanfield ("Stanfield"), Aura Sub, LLC, Intersections, LLC, Intersections Holdings, LLC, WC SACD One, LLC, WC SACD One Parent, LLC, and WC SACD Holdings, Inc. (collectively, "Defendants"). Plaintiff and Defendants are collectively referred to as the "Settling Parties." A copy of the Stipulation is available at [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com).

## WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page 3
What Is This Case About?	Page 4
How Do I Know If I Am Affected By The Settlement?	Page 5
What Are The Terms Of The Settlement?	Page 6
What Are The Settling Parties' Reasons For The Settlement?	Page 6
How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page 7
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 8
How Will Plaintiff's Counsel Be Paid?	Page 10
When And Where Will The Settlement Hearing Be Held? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	Page 11
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page 13
What If I Held Shares On Someone Else's Behalf?	Page 14

## WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of this Action and the terms of the proposed Settlement of the Action. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiff's Counsel for an award of attorneys' fees and Litigation Expenses and an incentive award in connection with the Settlement (the "Settlement Hearing"). See paragraphs 31-33 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Settlement Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this Action and the proposed Settlement generally affects your legal rights. Please Note: the Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Settlement Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to eligible Class Members will be made after any appeals are resolved.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

## WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

4. On January 22, 2019, Plaintiff Salladay filed a complaint (the “Original Complaint”) alleging, among other things, that the Intersections, Inc. (“Intersections” or the “Company”) board of directors breached their fiduciary duties owed to the Company’s stockholders in connection with the merger of Intersections and a subsidiary of WC SACD One, Inc. (collectively with its affiliates, “WC SACD”), announced October 31, 2018 (the “Merger”).

5. On April 25, 2019, Defendants Lev, McGough, and Stanfield filed a motion to dismiss the Original Complaint. Also on April 25, 2019, Defendants Albertine, Amato, and Seiler filed a separate motion to dismiss the Original Complaint.

6. On May 17, 2019, Plaintiff and Defendants jointly filed a stipulation and proposed order of voluntary dismissal without prejudice as to Defendants Albertine, Amato, and Seiler. The Court entered the proposed order on May 20, 2019.

7. On June 14, 2019, Plaintiff filed an amended complaint (the “First Amended Complaint”) against Defendants Lev, McGough, and Stanfield, asserting that they had breached their fiduciary duties in connection with the Merger.

8. On July 24, 2019, Defendants Lev, McGough, and Stanfield filed a motion to dismiss the First Amended Complaint (the “Motion”). On September 12, 2019, Plaintiff filed a brief in opposition to the Motion, and on October 4, 2019, Defendants Lev, McGough, and Stanfield filed a reply brief in support of the Motion. On November 19, 2019, the Court heard oral argument on the Motion.

9. On February 27, 2020, the Court issued a memorandum opinion and order, denying the Motion.

10. The parties engaged in extensive written discovery after the denial of the Motion. To date, WC SACD and Defendants Lev, McGough, and Stanfield have produced more than 368,000 pages of documents in response to Plaintiff’s document requests. Defendants Albertine, Amato, and Seiler also produced 12,891 pages of documents. Third parties subpoenaed by Plaintiff, including North Point Advisors LLC, Houlihan Lokey, Inc., WC SACD One, Inc., Nomura Securities International, Inc., iSubscribed, Inc., WndrCo Holdings, LLC, GC Entrepreneurs Fund IX, L.P., General Catalyst Group IX, L.P., PJ Solomon Securities LLC, and Loeb Holdings Corporation, also produced more than 125,000 pages of documents. In total, Defendants and third parties produced over 500,000 pages of discovery. Defendants also responded to 49 interrogatories from Plaintiff. Likewise, Plaintiff responded to 50 requests for production in addition to 35 interrogatories propounded by Defendants.

11. On November 19, 2020, the parties participated in a private mediation session with mediator Gregory P. Lindstrom (the “**Mediator**”) of Phillips ADR, having previously exchanged written mediation statements on November 9, 2020. The parties engaged in extensive arm’s-length negotiations through the Mediator but were unable to agree on a settlement.

12. The parties continued their settlement discussions, with the help of the Mediator, until January 2021. These discussions also did not result in a settlement.

13. On May 6, 2022, Plaintiff filed a Verified Second Amended Class Action Complaint (the “**Second Amended Complaint**” or “**Complaint**”). The Second Amended Complaint alleged that (i) the individual defendants (Albertine, Amato, Lev, McGough, Seiler, and Stanfield) breached their fiduciary duties, in their capacity as Intersections directors and/or officers, by negotiating and/or approving the Merger; and (ii) the corporate defendants (Aura Sub, LLC, Intersections, LLC, Intersections Holdings, LLC, WC SACD One, LLC, WC SACD One Parent, LLC and WC SACD Holdings, Inc.) aided and abetted that breach.

14. On June 25, 2022, following extensive arm’s-length negotiations, the parties reached an agreement to resolve the Action.

15. On September 7, 2022, the Settling Parties entered into the Stipulation of Settlement memorializing the final terms and conditions of the Settlement, and on September 8, 2022, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

#### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

16. If you are a member of the Settlement Class, you are subject to the Settlement. The Settlement Class consists of All holders of Intersections common stock as of January 11, 2019, the date of the consummation of the Merger. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Families of Defendants; (iii) the subsidiaries and controlled affiliates of Intersections, LLC, Intersections Holdings LLC, Aura Sub, LLC, WC SACD One, LLC, WC SACD One Parent, LLC, WC SACD Holdings, Inc., General Catalyst Group IX, L.P., GC Entrepreneurs Fund IX, L.P., iSubscribed, Inc., WndrCo Holdings, LLC, and Loeb Holding Corporation; (iv) any person who is, or was at the time of the Closing, an Officer or director of Intersections, Inc., Intersections, LLC, Intersections Holdings LLC, Aura Sub, LLC, WC SACD One, LLC, WC SACD One Parent, LLC, WC SACD Holdings, Inc., and Loeb Holding Corporation, and members of the Immediate Families of such Officers and directors; (v) any individual Defendant’s trusts that owned or held any shares of Intersections stock, including the trusts identified in the definitive proxy statement for the Merger; and (vi) any entity that held shares of Intersections beneficially owned by any individual Defendant, where such Defendant individually or with his Immediate Family owned 50% or more of the voting or equity power in such entity at the time of the Merger. For the avoidance of doubt, the Settlement will not provide any consideration based on Performance Stock Units (or “PSUs”), options, or other equity awards held by Intersections employees, directors, or Officers at the time of the Merger.

**PLEASE NOTE:** The Settlement Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Settlement Class.

#### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

17. In consideration of the settlement of the Released Plaintiff's Claims (defined in paragraph 29 below) against Defendants and the other Released Defendants' Persons (defined in paragraph 29 below), Defendants will cause Intersections LLC as successor-by-conversion to Intersections, Inc., and/or Defendants' primary insurance carrier to pay \$9,000,000 in cash (the "Settlement Amount") into an interest-bearing escrow account for the benefit of the Settlement Class. See paragraphs 21-28 below for details about the distribution of the Settlement proceeds to Class Members.

**WHAT ARE THE SETTLING PARTIES' REASONS FOR THE SETTLEMENT?**

18. Plaintiff and Plaintiff's Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, the Court could have adopted Defendants' view of the applicable legal standards or of the underlying evidence, and could enter judgment for Defendants after trial. Plaintiff and Plaintiff's Counsel also considered the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

19. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations conducted with Defendants, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiff and the Settlement Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$9 million cash payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery after continued extensive and expensive litigation, including trial and appeals.

20. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff as well as each and every other member of the Settlement Class, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and have entered into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims (defined in paragraph 29 below) as against the Released Defendants' Persons (defined in paragraph 29 below). The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?  
HOW WILL I RECEIVE MY PAYMENT?**

21. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

22. As stated above, the \$9,000,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Settlement Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less: (i) any Taxes and costs associated with tax preparation; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or

Litigation Expenses awarded by the Court from the Settlement Fund; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

23. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

24. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com).

### **PROPOSED PLAN OF ALLOCATION**

25. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held shares of Intersections common stock at the Merger’s Closing and therefore received or were entitled to receive the Merger Consideration for their “Eligible Shares”. “Eligible Shares” will be the number of shares of Intersections common stock held by Eligible Class Members at the Closing and for which Eligible Class Members received or were entitled to receive the Merger Consideration.<sup>2</sup>

26. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

27. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of Intersections common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

28. Subject to Court approval in the Class Distribution Order, Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of Intersections common stock held of record at the Closing by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants. The Settlement Administrator will make payment to the DTCC Participants directly. The

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<sup>2</sup> “Eligible Class Members” do not include any of the “Excluded Stockholders” (as defined in the Stipulation) and “Eligible Shares” do not include any of the “Excluded Shares” (as defined in the Stipulation). Also, consistent with paragraph 16 above, no payments from the Net Settlement Fund will be issued based on PSUs, options, or other equity awards held by Intersections employees, directors, or officers at the time of the Merger.

DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Members.

(ii) With respect to shares of Intersections common stock held of record at the Closing other than by the nominee for DTCC (a “Closing Non-Nominee Record Position”), the payment with respect to each such Closing Non-Nominee Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Nominee Record Position in an amount equal to the Per-Share Recovery times the number of shares of Intersections common stock comprising such Closing Non-Nominee Record Position.

(iii) A person who purchased shares of Intersections common stock on or before January 11, 2019 but had not settled those shares at the Merger’s Closing (“Non-Settled Shares”) shall be treated as an Eligible Class Member with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before January 11, 2019 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), the DTCC Participants or the holder of a Closing Non-Nominee Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

29. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiff and the Settlement Class:** Upon the Effective Date of the Settlement, Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, and any other Person claiming (now or in the future) to be acting on behalf of any of them, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiff’s Claims (defined below) against Defendants and the other Released Defendants’ Persons (defined below), and will forever be barred and enjoined from prosecuting any and all Released Plaintiff’s Claims against any of the Released Defendants’ Persons.

“Released Plaintiff’s Claims” means, to the fullest extent permitted by law or equity, any and all claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, rights of recovery, causes of action, duties, obligations, judgments, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including Unknown Claims, whether known or unknown, direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under state, federal, local, common, foreign, administrative, or any other law, statute, rule, or regulation that the Plaintiff: (a) asserted in the Action; (b) could have asserted or could in the future assert in this Action or any other action or in any forum, that arise from or out of, relate to, or are in connection with the claims, allegations, transactions, alleged breaches of duty (including fiduciary duty), facts, events, acts, disclosures, matters or occurrences, errors, statements, representations, actions, failures to act or omissions involved, alleged, described, set forth, or referred to in the complaints filed in the Action or that arise from or out of, relate to, directly or indirectly, or are in connection with the holding, purchase, acquisition, or sale of Intersections common stock in connection with the Merger (including, without limitation, claims for fraud and negligent misrepresentation); or (c) that arise out of, relate to, or are based on the settlement or resolution of the Action, provided, however, that Released Plaintiff’s Claims do not cover, include, or release any claims to enforce this Stipulation.

“Released Defendants’ Persons” means (a) any and all of the Defendants and any person, partnership, firm, corporation, limited liability company, trust, or other entity or organization in which any Defendant has a controlling interest or which is or was related to or affiliated with any of the Defendants, including General Catalyst Group IX, L.P., GC Entrepreneurs Fund IX,



L.P., iSubscribed, Inc., WndrCo Holdings, LLC, and Loeb Holding Corporation and any affiliated joint venture entities; (b) with respect to each of the Persons in subsection (a), their respective past, present and future affiliates, subsidiaries, directors, Officers, employees, managers, servants, insurers, co-insurers, reinsurers, attorneys, agents, partners, limited partners, partnerships, principals, members, trustees, trusts, advisors, investment advisors, auditors, consultants, accountants, trustees, underwriters, investment bankers, consultants, subsidiaries, parents, any other entity in which any such parent has a controlling interest or which is or was related to or affiliated with any such parent, successors, predecessors, heirs, Immediate Family Members, and anyone acting or purporting to act for or on behalf of any of them or their successors; and (c) the legal representatives, predecessors, heirs, successors, assigns, and assignees of any of the foregoing.

**(ii) Release of Claims by Defendants:** Upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims (defined below) against Plaintiff and the other Released Plaintiff's Persons (defined below), and shall forever be barred and enjoined from prosecuting any and all Released Plaintiff's Claims against any of the Released Plaintiff's Persons.

"Released Defendants' Claims" means, to the fullest extent permitted by law or equity, any and all claims, demands, losses, costs, interest, penalties, fees, attorneys' fees, expenses, rights, rights of recovery, causes of action, duties, obligations, judgments, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including Unknown Claims, whether known or unknown, direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under state, federal, local, common, foreign, administrative, or any other law, statute, rule, or regulation that the Defendants: (a) asserted in the Action; (b) could have asserted or could in the future assert in this Action or any other action or in any forum, that arise from or out of, relate to, or are in connection with the claims, allegations, transactions, alleged breaches of duty (including fiduciary duty), facts, events, acts, disclosures, matters or occurrences, errors, statements, representations, actions, failures to act or omissions involved, alleged, described, set forth, or referred to in the complaints filed in the Action or that arise from or out of, relate to, directly or indirectly, or are in connection with the holding, purchase, acquisition, or sale of Intersections common stock in connection with the Merger (including, without limitation, claims for fraud and negligent misrepresentation); or (c) that arise out of, relate to, or are based on the settlement or resolution of the Action, provided, however, that Released Defendants' Claims do not cover, include, or release any claims to enforce this Stipulation.

"Released Plaintiff's Persons" means Plaintiff, all other Settlement Class Members, and Plaintiff's Counsel, and their respective current and former parents, affiliates, subsidiaries, Officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, insurers, reinsurers, and attorneys, and any Immediate Family Members of any of the foregoing.

"Unknown Claims" means any Claims of every nature and description which Plaintiff, any Settlement Class Member, or any Released Person does not know or suspect to exist in his, her, or its favor at the time of Effective Date which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, Plaintiff, or the Settlement Class, or might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members and Released Persons shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law each of the other Settlement Class Members and Released Persons, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, 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 fiduciary duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members and Released Persons by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Plaintiff's Claims" and "Released Defendants' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Settling Parties in entering into this Stipulation.

By Order of the Court: (i) all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation, have been stayed and (ii) Plaintiff and all other Class Members are barred and enjoined from commencing, maintaining, prosecuting, instigating, or in any way participating in the commencement, continuation, or prosecution of any action asserting any Released Plaintiff's Claims against the Released Defendants' Persons.

### HOW WILL PLAINTIFF'S COUNSEL BE PAID?

30. Plaintiff's Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Plaintiff's Counsel been paid for their Litigation Expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for a collective award of attorneys' fees and Litigation Expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund ("Settlement Fund Fee and Expense Award") in an amount not to exceed 23% of the Settlement Fund (*i.e.*, \$2,070,000). The Court will determine the amount of the Settlement Fund Fee and Expense Award. The Settlement Fund Fee and Expense Award will be paid solely from (and out of) the Settlement Fund. Class Members are not personally liable for any such fees or expenses. Plaintiff also intends to petition the Court for an incentive fee of up to \$5,000 to be paid solely from the Settlement Fund Fee and Expense Award.

### WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

**31. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can participate in the Settlement without attending the Settlement Hearing.**

32. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the ongoing COVID-19 health emergency is a fluid situation that creates the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including**

any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com). Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information needed to access the conference will be posted to the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com).

33. The Settlement Hearing will be held on January 19, 2023, at 9:30 a.m., before The Honorable Sam Glasscock III, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, DE 19947, or by telephone or videoconference (in the discretion of the Court), to determine, among other things: (i) whether the Action may be permanently maintained as a non-opt out class action and whether the Settlement Class should be certified permanently, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) whether Plaintiff may be permanently designated as representative for the Settlement Class and Plaintiff’s Lead Counsel, Friedman Oster & Tejtell PLLC and Andrews & Springer LLC, as counsel for the Settlement Class, and whether Plaintiff and Plaintiff’s Lead Counsel have adequately represented the interests of the Settlement Class in the Action; (iii) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (iv) whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice against Defendants; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and Litigation Expenses and incentive award in connection with the benefits achieved under the Settlement should be approved; and (vii) to consider any objections received by the Court and any other matters that may properly be brought before the Court in connection with the Settlement.

34. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Plaintiff’s Counsel’s application for an award of attorneys’ fees and Litigation Expenses and incentive award (“Objector”). Objections must be in writing. To object, you must: **(1)** file any written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below **on or before January 4, 2023**; **(2)** serve the papers (electronically by File & ServeXpress, by hand, by First-Class U.S. Mail, or by express service) on Plaintiff’s Lead Counsel and Defendants’ Counsel at the addresses set forth below so that the papers are **received on or before January 4, 2023**; and **(3)** email a copy of your objection to [jfriedman@fotpllc.com](mailto:jfriedman@fotpllc.com), [pandrews@andrewsspringer.com](mailto:pandrews@andrewsspringer.com), [daniel.halston@wilmerhale.com](mailto:daniel.halston@wilmerhale.com), [dmeasley@morrisnichols.com](mailto:dmeasley@morrisnichols.com) and [rnewell@ycst.com](mailto:rnewell@ycst.com) by **January 4, 2023**.

<b>REGISTER IN CHANCERY</b>	
Register in Chancery Court of Chancery of the State of Delaware Sussex County Court of Chancery Courthouse 34 The Circle Georgetown, DE 19947	
<b>PLAINTIFF’S LEAD COUNSEL</b>	
Jeremy S. Friedman	Peter B. Andrews,

Friedman Oster & Tejtel PLLC 493 Bedford Center Road, Suite 2D Bedford Hills, NY 10507	Andrews & Springer LLC 4001 Kennett Pike, Suite 250 Wilmington, DE 19807
<b>DEFENDANTS' COUNSEL</b>	
Daniel W. Halston Wilmer Cutler Pickering Hale and Dorr LLP 60 State Street Boston, MA 02109	D. McKinley Measley Morris Nichols Arsht & Tunnell LLP 1201 North Market Street, 16th Floor PO Box 1347 Wilmington, DE 19899
Ryan P. Newell Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, DE 19801	

35. Any objections must identify the case name and civil action number, “*Salladay v. Albertine, et al.*, C.A. No. 2019-0048-SG,” and they must: (i) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of his, her, or its counsel; (ii) be signed by the Objector; (iii) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; (iv) include documentation sufficient to prove that the Objector is a member of the Settlement Class (*i.e.*, held shares of Intersections common stock as of January 11, 2019); and (v) specify the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action in the last five years, the nature of each such objection in each case, the jurisdiction in each such case, and the name of the issuer of the security or seller of the product or service at issue in each case. Documentation establishing that an Objector is a member of the Settlement Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

36. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

37. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff’s Counsel’s application for an award of attorneys’ fees and Litigation Expenses and incentive award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff’s Lead Counsel and on Defendants’ Counsel at the mailing and email addresses set forth in paragraph 34 above so that the notice is **received on or before January 5, 2023**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

38. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Lead Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 34 above so that the notice is *received on or before January 5, 2023*.

39. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff's Lead Counsel.

**40. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's application for an award of attorneys' fees and Litigation Expenses and incentive award. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

41. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, DE 19947. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com). If you have questions regarding the Settlement, you may contact the Settlement Administrator at Intersections Inc. Stockholder Litigation, c/o A.B. Data, Ltd. ("A.B. Data"), PO Box 173078, Milwaukee, WI 53217, (866) 905-8103, [info@IntersectionsStockLitigation.com](mailto:info@IntersectionsStockLitigation.com), or Plaintiff's Lead Counsel: Jeremy S. Friedman, Friedman Oster Tejtel PLLC, 493 Bedford Center Road, Suite 2D, Bedford Hills, NY 10507, (888) 529-1108, [jfriedman@fotpllc.com](mailto:jfriedman@fotpllc.com); and Peter B. Andrews, Andrews & Springer LLC, 4001 Kennett Pike, Suite 250, Wilmington, DE 19807, (302) 504-4957, [pandrews@andrewsspringer.com](mailto:pandrews@andrewsspringer.com).

**WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?**

42. If you are a broker or other nominee that held shares of Intersections common stock on January 11, 2019 for the beneficial interest of persons or entities other than yourself, you must either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to A.B. Data, after which A.B. Data will promptly send copies of the Notice to such beneficial owners. Copies of this Notice may be obtained from A.B. Data by emailing [info@IntersectionsStockLitigation.com](mailto:info@IntersectionsStockLitigation.com) or by calling toll-free at (866) 905-8103. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

43. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, [www.IntersectionsStockLitigation.com](http://www.IntersectionsStockLitigation.com), by calling the Settlement Administrator toll-free at (866) 905-8103, or by emailing the Settlement Administrator at [info@IntersectionsStockLitigation.com](mailto:info@IntersectionsStockLitigation.com).

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Dated: September 29, 2022